

TAYLOR CREEK RESERVOIR/ST JOHNS RIVER WATER SUPPLY PROJECT**GENERAL IMPLEMENTATION AGREEMENT**

This **TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT GENERAL IMPLEMENTATION AGREEMENT** ("Agreement") is made and entered into this 1st day of November, 2017 among the **CITY OF COCOA**, a Florida municipal corporation ("Cocoa"), **EAST CENTRAL FLORIDA SERVICES, INC.**, a Florida corporation, ("ECFS"), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("OCU"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando created by special act of the Florida Legislature ("OUC"), **TOHOPEKALIGA WATER AUTHORITY**, a special district created by special act of the Florida Legislature ("TWA"), and **FARMLAND RESERVE, INC.**, a Utah non-profit corporation ("FRI") (collectively the "Parties" including FRI and collectively the "Water Suppliers" excluding FRI). For good and valuable consideration, the Parties agree to the provisions contained in this Agreement.

1. **DEFINITIONS.** As used in this Agreement:

- 1.1 "1993 Settlement Agreement" means the "Taylor Creek Reservoir Settlement Agreement" dated June 22, 1993, as may be amended from time-to-time, a copy of which is attached as **Exhibit A** to this Agreement.
- 1.2 "2005 Agreement" means the "Memorandum of Agreement Between the St. Johns River Water Management District, South Florida Water Management District, City of Cocoa, City of Titusville, Orange County, Orlando Utilities Commission, Tohopekaliga Water Authority and East Central Florida Services, Inc. for Development of a Preliminary Design Report-Environmental Information Document for the St. Johns River/Taylor Creek Reservoir Water Supply Project" dated on or about December 2005 to have an engineering firm prepare the 2009 PDR.
- 1.3 "2009 PDR" means the reports entitled "St. Johns River/Taylor Creek Reservoir Water Supply Project-Preliminary Design Report" dated December 22, 2009 and

“St. Johns River/Taylor Creek Reservoir Water Supply Project Environmental Information Document” dated September 2009.

- 1.4 “Additional TCR/SJR Quantity” means an additional estimated 23.67 to 33.67 MGD annual average that would be available from TCR for public water use by blending water from the SJR with water contained in TCR to increase the yield and reliability of TCR upon completion of the TCR Levee Improvements.
- 1.5 “Annual Storage Fee Payment” means the fee Cocoa agrees to pay FRI to compensate FRI for granting the TCR/SJR Easement in Trust consisting of the TCR Per Acre Amount multiplied by each acre of land or fraction of an acre of land located below the then existing TCR maximum standing pool elevation established by the U.S. Army Corps of Engineers.
- 1.6 “Bidding Budget” means the approved maximum cost for the award of construction contracts. A Bidding Budget is set at the completion of the final design for specific TCR/SJR Project infrastructure, as noted in Sections 6.9 and 6.10 (Phases 3 and 4). There may be more than one Bidding Budget during Phases 3 and 4.
- 1.7 “Central Florida Water Initiative” or “CFWI” means a collaborative process involving the Florida Department of Environmental Protection, the SJRWMD, the South Florida Water Management District, the Southwest Florida Water Management District, the Florida Department of Agriculture and Consumer Services, public water supply utilities, and other stakeholders as further described in section 373.0465, Florida Statutes as it may be amended from time to time.
- 1.8 “CFWI Area” means all of Orange, Osceola, Polk and Seminole Counties, and southern Lake County as further described in section 373.0465, Florida Statutes as it may be amended from time to time.
- 1.9 “CFWI Plan” means the then existing Regional Water Supply Plan approved pursuant to section 373.709, Florida Statutes by SJRWMD, the South Florida

Water Management District and the Southwest Florida Water Management District for the CFWI Area.

- 1.10 "Cocoa System Water" means that water as defined in the Wholesale Water Supply Contract.
- 1.11 "Committed" or "Commitment" means a decision to proceed with the TCR/SJR Project pursuant to Sections 6.4, 6.5 or 6.6.
- 1.12 "Committee" means a board consisting of one Committee Member appointed by each Water Supplier, with the authority and responsibilities specified in Section 4. The Committee shall be subject to the open meeting requirements of section 286.011, Florida Statutes, or a successor provision.
- 1.13 "Committee Member" means a person or alternate designated by each Water Supplier to represent its interests on the Committee.
- 1.14 "Confidential Information" means any documents, communications or other information disclosed to one or more Parties by another Party in furtherance of the Parties' common interest.
- 1.15 "Conflict Committee" means a board consisting of one Conflict Committee Member appointed by each Water Supplier that is a member of a TCR/SJR Committee that has a conflict with another TCR/SJR Committee, as specified in Section 4.4. The committee shall be subject to the open meeting requirements of section 286.011, Florida Statutes, or a successor provision.
- 1.16 "Conflict Committee Member" means a person or alternate designated by a Water Supplier to represent its interests on the Conflict Committee.
- 1.17 "Consensus" means, (a) when applied to a TCR/SJR Committee, or the Conflict Committee, the unanimous consent of all the TCR/SJR Committee Members, or Conflict Committee Members present at a TCR/SJR Committee, or Conflict Committee meeting, except as otherwise specified in this Agreement, which shall be recorded in the minutes of the TCR/SJR Committee, or Conflict Committee meeting and, (b) when applied to the Parties or the Water Suppliers, the

unanimous consent of all of the Parties or all of the Water Suppliers, which shall be recorded in a letter agreement executed by the director or executive officer of each Party or Water Supplier, if expressly required by the Agreement or if requested by one or more Parties or Water Suppliers.

- 1.18 "Construction Budget" means the approved maximum cost for the actual construction during Phases 3 and 4 of the TCR/SJR Project infrastructure, as noted herein in Sections 6.9 and 6.10, including contingency. The Construction Budget is set after the TCR/SJR Project bidding and selection of a contractor or contractors. There may be more than one Construction Budget during Phases 3 and 4.
- 1.19 "CUP" means consumptive use permit under chapter 373, Part II, Florida Statutes, as amended or modified from time to time.
- 1.20 "Delivery Point" means the authorized points of connection between a participating Finished Water Transmission Line Party's water system and a TCR/SJR Finished Water Transmission Line Project; or between a participating Raw Water Transmission Line Party's water system and a TCR/SJR Raw Water Transmission Line Project.
- 1.21 "Design Budget" means the preliminary estimated construction cost developed during Phases 3 and 4 for the TCR/SJR Project infrastructure, as noted herein in Sections 6.9 and 6.10, which is voted on after the completion of a TCR/SJR Project PDR and before work on the final design. There may be more than one Design Budget during Phases 3 and 4.
- 1.22 "Dyal POC" means the point(s) where the Dyal WTP connects to one or more TCR/SJR Finished Water Transmission Line(s) or TCR/SJR Raw Water Transmission Line(s).
- 1.23 "Dyal WTP" means that public water treatment facility, associated infrastructure, and real property rights owned by Cocoa and located off State Road 520 in east Orange County, as may be acquired, upgraded and expanded pursuant to this Agreement or by Cocoa separately.

- 1.24 "Effective Date" means the date the Agreement takes legal effect as specified in Section 27 of this Agreement.
- 1.25 "Environmental Permit(s)" means all permits, licenses or other third party approvals, inclusive of the Regional Permits, necessary for the acquisition, construction, management or operation of the TCR/SJR Project.
- 1.26 "Finished Water" means treated water that meets all applicable potable water treatment levels prescribed by the Florida Department of Environmental Protection in chapter 62-550, Florida Administrative Code, as well as other applicable regulations, as may be amended from time to time.
- 1.27 "Finished Water Transmission Line Parties" means all the Water Suppliers participating in a TCR/SJR Finished Water Transmission Line Project.
- 1.28 "Flowage Easement Litigation Settlement Agreement" means the agreement between SJRWMD and FRI to settle the flowage easement litigation, which is attached as **Exhibit B** to this Agreement.
- 1.29 "Force Majeure Event" means an event not the fault of, and beyond the reasonable control of, the Party claiming excuse which makes it impossible or extremely impracticable for such Party to perform obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an "act of God" such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain Environmental Permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or (f) any other action by any third party that makes it impossible

or extremely impracticable for a Party to perform its obligations under this Agreement.

- 1.30 "Level of Service" means water quantity, water quality and reliability of water service provided by Cocoa, the Phase 4 Dyal Treatment Project Administrator, or a Phase 4 Non-Dyal Treatment Project Administrator to its retail and wholesale water customers, other than the Water Suppliers, at the time of a decision under Section 4.1.5.2, 4.2.5.2, 4.3.5.2, or 4.4.4.2, respectively.
- 1.31 "Majority" means, as applied to a TCR/SJR Committee, or the Conflict Committee, more than 50% under either a Straight Vote or Weighted Vote.
- 1.32 "Memorandum of Agreement" means the "Memorandum Agreement for Consumptive Use Permitting Information Development Related to the Taylor Creek Water Supply Project" dated December 5, 2011 between ECFS, OUC and Cocoa, as amended on December 5, 2016.
- 1.33 "MFL" means a minimum flow or level established by a water management district or the Florida Department of Environmental Protection pursuant to sections 373.042 and 373.0421, Florida Statutes.
- 1.34 "MGD" means a flow rate measured as million gallons per day.
- 1.35 "Phase 4 Dyal Treatment Committee" means a board consisting of one Phase 4 Dyal Treatment Committee Member appointed by each Water Supplier participating with Cocoa in a Phase 4 Dyal Treatment System, with the authority and responsibilities specified in Section 4. The Phase 4 Dyal Treatment Committee shall be subject to the open meeting requirements of section 286.011, Florida Statutes, or a successor provision.
- 1.36 "Phase 4 Dyal Treatment Committee Member" means a person or alternate designated by each Water Supplier participating in a Phase 4 Dyal Treatment System to represent its interests on the Phase 4 Dyal Treatment Committee.
- 1.37 "Phase 4 Dyal Treatment Project Administrator" means Cocoa, having overall responsibility for operation, maintenance, and administration of the Phase 4 Dyal Treatment System.

- 1.38 "Phase 4 Dyal Treatment Project Manager" means the person or alternate designated by Cocoa to manage the operation, maintenance, and administration, storage and delivery of Finished Water from the Phase 4 Dyal Treatment System.
- 1.39 "Phase 4 Dyal Treatment Project Representative" means the person or alternate, who is not a Phase 4 Dyal Treatment Committee Member or the Phase 4 Dyal Treatment Project Administrator, designated by each Water Supplier to work with the Phase 4 Dyal Treatment Project Manager regarding operation, maintenance, administration, storage and delivery of Finished Water from the Phase 4 Dyal Treatment System.
- 1.40 "Phase 4 Dyal Treatment System" means the infrastructure for the treatment, storage, and delivery of Finished Water from the Dyal WTP to the Dyal POC(s) pursuant to Phase 4.
- 1.41 "Phase 4 Non-Dyal Treatment Committee" means a board consisting of one Phase 4 Non-Dyal Treatment Committee Member appointed by each Water Supplier participating in a Phase 4 Non-Dyal Treatment System, with the authority and responsibilities specified in Section 4. The Phase 4 Non-Dyal Treatment Committee shall be subject to the open meeting requirements of section 286.011, Florida Statutes, or a successor provision.
- 1.42 "Phase 4 Non-Dyal Treatment Committee Member" means a person or alternate designated by each Water Supplier participating in a Phase 4 Non-Dyal Treatment System to represent its interests on the Phase 4 Non-Dyal Treatment Committee.
- 1.43 "Phase 4 Non-Dyal Treatment Project Administrator" means the Party, other than Cocoa, selected by the Phase 4 Non-Dyal Treatment Committee having overall responsibility for operation, maintenance, and administration of the Phase 4 Non-Dyal Treatment System.
- 1.44 "Phase 4 Non-Dyal Treatment Project Manager" means the person or alternate designated by the Non-Dyal Treatment Project Administrator to manage the

operation, maintenance, and administration, storage and delivery of Finished Water from the Phase 4 Non-Dyal Treatment System.

- 1.45 “Phase 4 Non-Dyal Treatment Project Representative” means the person or alternate, who is not a Phase 4 Non-Dyal Treatment Committee Member or the Phase 4 Non-Dyal Treatment Project Administrator, designated by each Water Supplier to work with the Phase 4 Non-Dyal Treatment Project Manager regarding operation, maintenance, administration, storage and delivery of Finished Water from the Phase 4 Non-Dyal Treatment System.
- 1.46 “Phase 4 Non-Dyal Treatment System” means the infrastructure required for the transmission and delivery of Raw Water from the Dyal POC(s) to the Phase 4 Non-Dyal water treatment plant and all infrastructure, required for the treatment, storage, and delivery of Finished Water to the Phase 4 Treatment POC(s).
- 1.47 “Phase 4 Treatment POC” means a point(s), where a Phase 4 Non-Dyal Treatment System connects to one or more Finished Water Transmission Line(s). If Cocoa is the only provider of Finished Water in Phase 4, the there is no Phase 4 Treatment POC(s).
- 1.48 “Pipeline Administrator” shall have the same meaning as the Project Administrator in the TCR/SJR Transmission Line Agreement.
- 1.49 “Project Administrator” means Cocoa, having overall responsibility for operation, maintenance, and administration for the treatment, storage and delivery of Finished Water from the Dyal WTP to the Dyal POC(s) pursuant to Phases 1, 2 and 3, and for the operation, maintenance, and administration of the Raw Water System(s).
- 1.50 “Project Manager” means the person or alternate designated by Cocoa to manage the operation, maintenance, administration, storage and delivery of Finished Water from the Dyal WTP to the Dyal POC(s) pursuant to Phases 1, 2 and 3, and for the operation, maintenance, and administration of the Raw Water System(s).

- 1.51 "Project Representative" means the person or alternate, who is not a Committee Member or Project Administrator, designated by each Water Supplier to work with the Project Manager regarding the operation, maintenance, administration, storage and delivery of Finished Water from the Dyal WTP to the Dyal POC(s) pursuant to Phases 1, 2 and 3, and for the operation, maintenance, administration, storage and delivery of Raw Water from the Raw Water System(s).
- 1.52 "Prudent Utility Practices" means any of the practices, methods and acts engaged in, or approved by, a significant portion of the public water supply utility industry in the United States during the relevant time period or any of the practices, methods and acts, which, in the exercise of reasonable judgment in light of the facts known, or that should have been known, at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with applicable legal, engineering, reliability, safety, and time requirements.
- 1.53 "Quorum" means, (a) as applied to a TCR/SJR Committee, a majority of the TCR/SJR Committee Members; or (b) when applied to the Conflict Committee, a majority of the Conflict Committee Members.
- 1.54 "Raw Water" means water withdrawn from TCR or SJR by Cocoa that is not treated to Finished Water standards.
- 1.55 "Raw Water System(s)" are all infrastructure required for withdrawal, transmission and delivery of Raw Water from the SJR or TCR to the Dyal WTP or Dyal POC(s).
- 1.56 "Raw Water Transmission Line Parties" means all the Water Suppliers participating in a TCR/SJR Raw Water Transmission Line Project.
- 1.57 "Regional Permits" mean those Environmental Permits as more specifically described in the TCR/SJR Project Permitting Agreement.
- 1.58 "Reviewing Engineer" means an independent engineer selected by an engineer representing Cocoa and an engineer representing the other Water Suppliers,

who is hired to provide an engineering analysis where required pursuant to Section 4.1.5.5 herein; or an independent engineer selected by an engineer representing a Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, and an engineer representing the other Water Suppliers, who is hired to provide an engineering analysis where required pursuant to Section 4.2.5.5 herein;; or an independent engineer selected by an engineer representing ECFS and an engineer representing the other Water Suppliers, who is hired to provide an engineering analysis where required pursuant to Sections 6.12.3 or 6.12.4 herein.

- 1.59 "SJR" means the St. Johns River.
- 1.60 "SJRWMD" means the St. Johns River Water Management District or its successor entity.
- 1.61 "Straight Vote" means that each TCR/SJR Committee Member, or Conflict Committee Member voting on a decision has one equal vote.
- 1.62 "Substantial Deviation" means that the design or construction of all or a part of the TCR/SJR Project is materially different from the design last approved by the applicable TCR/SJR Committee or the cost exceeds the approved Bidding, Construction or Design Budgets.
- 1.63 "TCR" or "Taylor Creek Reservoir" means the Taylor Creek Reservoir, an impoundment created by construction of Levee 73 (L-73) and a water control structure (S-164) as part of the Upper St. Johns River Basin portion of the Central and Southern Florida Flood Control Project and, as of the Effective Date, impounds water on land in the upper portion of Taylor Creek and Cox Creek, tributaries of the St. Johns River, and located on lands in Orange and Osceola Counties, Florida.
- 1.64 "TCR Levee Improvements" means structural alterations to L-73 and associated infrastructure to allow the water level in the TCR to be raised above the regulation schedule in effect as of the Effective Date.

- 1.65 "TCR Per Acre Amount" means the amount of \$200 per acre per year as adjusted pursuant to Section 8.2.
- 1.66 "TCR Waters" means the surface water in the TCR, or any surface water in the TCR's associated watershed, Taylor Creek east of the L-73 and Cox Creek east of the L-73, or the SJR to the north of the northwest quarter of the northwest quarter of Section 7 of Township 30 South, Range 36 East, in Brevard County, and to the south of State Road 50, as more specifically identified in **Exhibit C** to this Agreement.
- 1.67 "TCR/SJR Committee" means the Committee, the Phase 4 Dyal Treatment Committee or a Phase 4 Non-Dyal Treatment Committee(s).
- 1.68 "TCR/SJR Committee Member" means a person or alternate designated by each Water Supplier participating in a TCR/SJR Committee to represent its interests on a TCR/SJR Committee.
- 1.69 "TCR/SJR Easement in Trust" means the Drainage, Flowage and Storage Easement Agreement for Public Water Supply, as described in Section 8.1 and attached as **Exhibit D**.
- 1.70 "TCR/SJR Easement in Trust Agreement" means the TCR/SJR Project Land Trust Agreement attached as **Exhibit E**.
- 1.71 "TCR/SJR Finished Water Transmission Line" means that transmission line(s) constructed for the purpose of transporting Finished Water from the Dyal POC(s) or Phase 4 Treatment POC(s) to the Delivery Point(s).
- 1.72 "TCR/SJR Finished Water Transmission Line Project" means a project authorized by the TCR/SJR Transmission Line Agreement for the purpose of routing, location, right-of-way acquisition, design, construction, permitting, maintenance and ownership of the facilities connecting the Dyal POC(s) or the Phase 4 Treatment POC(s) and the Delivery Points, including any TCR/SJR Finished Water Transmission Line(s) and any needed water supply system improvements.
- 1.73 "TCR/SJR Project" means a regional alternative water supply project withdrawing surface water from TCR and, in the future, the SJR for public water supply and

agricultural purposes as more specifically stated in this Agreement. The project includes Raw Water intake(s), Raw Water transmission main(s), potable water treatment, storage and transmission facilities, TCR Levee Improvements and modification of the regulation schedule for TCR, and necessary land acquisition.

- 1.74 "TCR/SJR Project Administrators" means the Project Administrator, the Phase 4 Dyal Treatment Project Administrator or the Phase 4 Non-Dyal Treatment Project Administrator(s).
- 1.75 "TCR/SJR Project Managers" means the Project Manager, the Phase 4 Dyal Treatment Project Manager or the Phase 4 Non-Dyal Treatment Project Manager(s)
- 1.76 "TCR/SJR Project Representatives" means the Project Representatives, the Phase 4 Dyal Treatment Project Representatives or the Phase 4 Non-Dyal Treatment Project Representatives.
- 1.77 "TCR/SJR Project Agreements" means this Agreement, and those other agreements referenced in Section 3.2.
- 1.78 "TCR/SJR Project Failure" means either: (a) a failure of the TCR/SJR Project pursuant to Sections 6.4.3 or 6.6.3; or (b) a Consensus decision of the Committee, excluding Cocoa's Committee Member, that the TCR/SJR Project has failed, which may be decided at any time; or (c) termination by Consensus of the Parties pursuant to Section 28.
- 1.79 "TCR/SJR Project PDR" means one or more written reports setting forth the general design and implementation (excluding meter selection) and opinion of probable costs for Phases 3 and 4 of the TCR/SJR Project, including any amendments, as set forth in Sections 6.9 and 6.10. These reports include the permit engineering report developed under the TCR/SJR Project Permitting Agreement.
- 1.80 "TCR/SJR Project Permitting Agreement" means that certain agreement entered into by the Parties, a copy of which is attached as **Exhibit F** to this Agreement.

- 1.81 “TCR/SJR Raw Water Transmission Line” means that transmission line constructed for the purpose of transporting Raw Water to the Delivery Point(s).
- 1.82 “TCR/SJR Raw Water Transmission Line Project” means a project authorized by the TCR/SJR Transmission Line Agreement for the purpose of routing, location, right-of-way acquisition, design, construction, permitting, maintenance and ownership of the facilities connecting the Dyal POC(s) or the Phase 4 Treatment POC(s) and Delivery Points, including any TCR/SJR Raw Water Transmission Line(s) and any needed water supply system improvements.
- 1.83 “TCR/SJR Transmission Line Agreement” means that contract governing the routing, location, right-of-way acquisition, design, construction, permitting, maintenance and ownership of the TCR/SJR Finished Water Transmission Line(s) and TCR/SJR Raw Water Transmission Line(s), a copy of which is attached as **Exhibit G** to this Agreement.
- 1.84 “Water Suppliers” means TWA, OCU, OUC, Cocoa and ECFS.
- 1.85 “Weighted Vote” or “Weighted Vote Method” means:
- (a) when a TCR/SJR Committee or Conflict Committee consists of five (5) Parties, then a vote to approve a decision shall be made by Committee Members that constitute both a Majority of the public water supply allocations set forth in Table 7.2 herein, and a Majority of the Committee Members;
 - (b) when a TCR/SJR Committee or Conflict Committee consists of four (4) Parties, then a vote to approve a decision shall be made by Committee Members that constitute both a Majority of the public water supply allocations of the Committee Members set forth in Table 7.2 herein, and at least two (2) Committee Members;
 - (c) when a TCR/SJR Committee or Conflict Committee consists of two (2) or three (3) Parties, then a vote to approve a decision shall be made by the Committee Member(s) that constitute a Majority of the public water supply allocations of the Committee Members set forth in Table 7.2 herein; and

(d) when applied to decisions of the Water Suppliers, the method for Weighted Vote established in subsection (a) through (c) shall apply based on the number of Water Suppliers, and a Water Supplier's vote to approve a decision shall be recorded in a letter agreement executed by the director or executive officer of each Water Supplier, if expressly required by the Agreement or if requested by one or more Water Suppliers.

1.86 "Wholesale Water Supply Contract" means that contract attached as **Exhibit H** to this Agreement.

2. GENERAL BACKGROUND OF TCR/SJR PROJECT

2.1 The use of water from the TCR Waters is identified as an alternative water supply project in the SJRWMD's District Water Supply Plan 2005 Fourth Addendum 2009 and the CFWI Plan.

2.2 The Parties agree that the TCR/SJR Project is intended and should be used for both public water supply and agricultural use as outlined in this Agreement and the other agreements identified in Section 3.2 below.

2.3 Pursuant to the 2005 Agreement, the Water Suppliers contracted to develop the 2009 PDR. While the Parties used information from the 2009 PDR to develop the TCR/SJR Project governed by this Agreement, the TCR/SJR Project governed by this Agreement is not the same as the preferred alternative nor any other alternative identified in the 2009 PDR. The Parties may use information from the 2009 PDR to design and implement the TCR/SJR Project, but are not bound to follow any design, project alternative, or specification set forth in the 2009 PDR.

3. PURPOSE OF AGREEMENT

3.1 **Overall Agreement.** This Agreement governs the overall development, implementation and operation of the TCR/SJR Project by the Parties.

3.2 **Other Relevant Agreements.** The following agreements have been entered into by some of the Parties in connection with the TCR/SJR Project.

3.2.1 The 1993 Settlement Agreement as modified by any amendments thereto, which is attached as **Exhibit A** to this Agreement.

- 3.2.2 Flowage Easement Litigation Settlement Agreement, which is attached as **Exhibit B** to this Agreement.
- 3.2.3 TCR/SJR Easement in Trust, which is attached as **Exhibit D** to this Agreement.
- 3.2.4 TCR/SJR Easement in Trust Agreement, which is attached as **Exhibit E** to this Agreement.
- 3.2.5 TCR/SJR Project Permitting Agreement, which is attached as **Exhibit F** to this Agreement.
- 3.2.6 TCR/SJR Transmission Line Agreement, which is attached as **Exhibit G** to this Agreement.
- 3.2.7 Wholesale Water Supply Contract, which is attached as **Exhibit H** to this Agreement.
- 3.3 **Other Agreements Not Affected by this Agreement.** Except as specified in Section 22 or 26, any other agreement between some or all of the Parties not specifically referenced in Section 3.2 is not intended to be changed or affected by this Agreement. Additionally nothing in this Agreement is intended to change any existing agreement between the SJRWMD and any Party to this Agreement regarding TCR.
- 3.4 **Limitation on Effect to 1993 Settlement Agreement.** Notwithstanding the listing of the 1993 Settlement Agreement in this Agreement or the attachment of the 1993 Settlement Agreement as Exhibit A to this Agreement, all parties to this Agreement agree and acknowledge that the 1993 Settlement Agreement constitutes an agreement only between Cocoa, FRI and ECFS or their successor or assigns under the 1993 Settlement Agreement. OUC, TWA, and Orange County acknowledge and agree that they shall not be considered parties or third party beneficiaries to the 1993 Settlement Agreement as amended and have no third party or other enforcement rights under the 1993 Settlement Agreement. Additionally, in the event of a TCR/SJR Project Failure or termination of the TCR/SJR Project Agreements, the 1993 Settlement Agreement shall remain in full

force and effect unless terminated or otherwise modified by Cocoa, FRI and ECFS. Nothing in this Section shall limit a Party's enforcement rights or constitute a waiver of the Default and Remedy provisions in Section 32 under this Agreement.

4. TCR/SJR PROJECT GOVERNANCE STRUCTURE

4.1 The Committee's Working Relationship with Cocoa as Project Administrator.

Governance of the public water supply portion for Phases 1, 2 and 3 of the TCR/SJR Project and the Raw Water System portion of Phase 4 of the TCR/SJR Project shall be shared between Cocoa as Project Administrator and the Committee in accordance with the scope of responsibilities which have been assigned to Cocoa and the Committee under this Agreement. Specifically, Cocoa will implement the Phases 1, 2 and 3 of the public water supply portion of the TCR/SJR Project and the Raw Water System portion of Phase 4 of the TCR/SJR Project according to this Agreement. The Committee will only make the decisions that are expressly set forth in Section 4.1.1. All other decisions regarding Phases 1, 2 and 3 of the public water supply portion of the TCR/SJR Project and the Raw Water System portion of Phase 4 of the TCR/SJR Project not expressly assigned to the Committee shall be made by Cocoa, except as otherwise specified in this Agreement. Cocoa will be the sole operator of the Dyal WTP and the additional project facilities related to the collection, storage and treatment of the first 24 MGD of potable water from the TCR/SJR Project (the 24 MGD includes Cocoa's present 8.83 MGD permitted allocation); and Cocoa will be the sole operator of the Dyal WTP and the additional project facilities related to the collection, storage and delivery of any Raw Water for public water supply during Phase 4 of the TCR/SJR Project. The purchase and delivery of water under the TCR/SJR Project from Cocoa by the other Water Suppliers will be governed by the Wholesale Water Supply Contract. The Water Suppliers may by Consensus recorded in a letter agreement expand the responsibilities of the Committee

beyond those set forth in Section 4.1.1 below provided the scope and duration of the expanded responsibilities do not conflict with this Agreement.

4.1.1 Responsibility of the Committee. The Committee's role under this Agreement in governing Phases 1, 2 and 3 of the public water supply portion of the TCR/SJR Project and the Raw Water System(s) portion of Phase 4 of the TCR/SJR Project is limited to the following decisions, which this Agreement describes in greater detail elsewhere. This Section does not limit the Committee's authority to make decisions granted under other agreements:

- 4.1.1.1 Determination of whether to change the timeframes or phasing of the public water supply portion of the TCR/SJR Project as provided in Section 6.1.
- 4.1.1.2 Approval of meeting minutes.
- 4.1.1.3 Approval of the plans, tools and protocols as specified in Sections 6.3.5 and 6.12.
- 4.1.1.4 Approval of scopes of work and related budgets, and amendments thereto for consultant(s) selected to provide services, where such services are called for in Section 6.
- 4.1.1.5 Participation in the development of the TCR/SJR Project PDR including review and comment on draft documents and information in support of the development of the TCR/SJR Project PDR.
- 4.1.1.6 Approval of the TCR/SJR Project PDR(s) and Design Budget(s) as specified in Sections 6.9 and 6.10.
- 4.1.1.7 Determination of whether to proceed with directing Cocoa to obtain necessary real property interests for the TCR/SJR Project for purposes of constructing an intake structure on the SJR, Raw Water transmission lines from the SJR to TCR, a discharge

structure into TCR, and possibly a new or modified intake structure from TCR to the Dyal WTP, as specified in Section 6.

- 4.1.1.8 Approval to increase the surface water treatment capacity of the Dyal WTP and required infrastructure, as specified in Sections 6.9 and 6.10.
- 4.1.1.9 Approval of the final design for all or a portion of Phase 3 of the public water supply portion of the TCR/SJR Project and the Raw Water System portion of Phase 4 of the TCR/SJR Project and any Substantial Deviation from the applicable TCR/SJR Project PDR.
- 4.1.1.10 Approval to add flows from the SJR and required infrastructure as specified in Section 6.11 herein.
- 4.1.1.11 Approval of any Bidding Budget for all or a portion of Phase 3 of the public water supply portion of the TCR/SJR Project and the Raw Water System portion of Phase 4 of the TCR/SJR Project.
- 4.1.1.12 If the bids exceed any Bidding Budget, determination of whether to approve or reject the bids to construct all or a portion of Phase 3 of the public water supply portion of the TCR/SJR Project and the Raw Water System portion of Phase 4 of the TCR/SJR Project. If the vote is to reject the bid(s), then the Committee will decide whether to modify and/or rebid the construction project(s).
- 4.1.1.13 Approval of any Construction Budget for all or a portion of Phase 3 of the public water supply portion of the TCR/SJR Project and the Raw Water System portion of Phase 4 of the TCR/SJR Project.
- 4.1.1.14 If construction costs exceed or are expected to exceed a Construction Budget for all or a portion of Phase 3 of the public water supply portion of the TCR/SJR Project or the Raw Water

System portion of Phase 4 of the TCR/SJR Project, approval of a revised Construction Budget.

- 4.1.1.15 Approval of any Substantial Deviations from the Committee-approved final design during construction of all or a portion of Phase 3 of the public water supply portion of the TCR/SJR Project and the Raw Water System portion of the TCR/SJR Project.
 - 4.1.1.16 During Phase 4 of the TCR/SJR Project, deciding where and how to build the needed Phase 4 Dyal Treatment System or the Phase 4 Non-Dyal Treatment System under Section 6.11.
 - 4.1.1.17 Responding to a written notice from ECFS on whether ECFS's conversion of some or all of its 8 MGD annual average allotment from agriculture to another type of use will adversely impact the ability to withdraw water from TCR for public water supply purposes as provided in Section 6.12.
 - 4.1.1.18 Approval of the use of alternative project delivery mechanisms, as specified in Section 6.11, for design and construction of Phase 3 of the public water supply portion of the TCR/SJR Project, the Raw Water System portion of Phase 4 of the TCR/SJR Project, and the Phase 4 Dyal Treatment System if all Water Suppliers select Option 1.
 - 4.1.1.19 Approval of decisions or actions necessary to implement any section of this Agreement, except as otherwise provided for in this Agreement or otherwise delegated to the Phase 4 Dyal Treatment Committee or the Phase 4 Non-Dyal Treatment Committee(s).
- 4.1.2 **Committee Membership.** At least thirty (30) days prior to the initial decision requiring Committee approval, each Water Supplier must provide to every other Water Supplier, in writing, the name, address,

phone number, fax number, email address, and any other electronic communication address of the Water Supplier's Committee Member. Any Water Supplier may change its Committee Member any time immediately upon written notice to all the other Water Suppliers. Additionally, the Water Suppliers by Consensus may disband the Committee during the interim between decisions requiring Committee approval. If the Committee is disbanded, Committee Members will no longer have any responsibilities as a member of the Committee. In addition, prior to the next decision requiring Committee approval in accordance with requirements of this section, each Water Supplier will re-designate its Committee Member.

4.1.3 Committee Organization. The Committee shall have a chair, who will be responsible for providing all required meeting notices, preparing meeting agendas and summaries, presiding at Committee meetings and otherwise ensuring that Committee meetings comply with the open meeting requirements of section 286.011, Florida Statutes. Cocoa's Committee Member shall serve as the Committee chair, unless Cocoa voluntarily relinquishes its role as Committee chair or all of the other Committee Members agree to appoint a new Committee chair, in which case the Committee chair shall be selected by a Straight Vote of the Committee. Any Committee Member selected as the Committee chair, other than Cocoa's Committee Member, will serve in that capacity until said Committee Member resigns or is removed by Straight Vote of the Committee. In the event of a vacancy, a Committee chair shall be selected by Straight Vote of the Committee at its next regular or special meeting. If the Committee chair is not Cocoa's Committee Member, then at the Committee chair's request, the other Water Suppliers may reimburse the Water Supplier whose Committee Member is currently serving as Committee chair for any reasonable expenses incurred in

carrying out the Committee chair's duties under this Agreement using some means the other Committee Members determine by Consensus.

4.1.4 Committee Meetings. The Committee shall hold meetings on a schedule and at a location determined by the Committee, as needed to facilitate the Committee's authorized decisions pursuant to Section 4.2, with an agenda the Committee chair will provide prior to each meeting. Special meetings of the Committee shall be called upon written notice from the Project Manager, or upon written notice from a Majority of Committee Members to the Project Manager requesting a special meeting. Meeting notice, including the time and location of the meeting, and the agenda for any Committee meeting shall be provided in writing to all Committee Members at least seven (7) business days prior to a meeting, except in case of an emergency meeting. A Quorum shall be required for all Committee meetings. The Committee Members may attend by means of telephonic communication or electronic communication media employing any form of electronic communication the Committee selects to use as allowed by law for a board subject to the open meeting requirements of section 286.011, Florida Statutes, or successor provision. The Committee Chair shall be responsible for preparing meeting minutes.

4.1.5 Committee Decision Making. The Parties desire and intend to encourage the Committee Members to decide by Consensus as often as possible. In the event Consensus is not reached, as determined by a Straight Vote of a Majority of the Committee, Committee decisions will proceed as described below, unless otherwise specified in this Agreement:

4.1.5.1 The Committee will decide the issue by Weighted Vote.

4.1.5.2 If the Committee decides an issue by Weighted Vote, Cocoa has thirty (30) days after the Committee's Weighted Vote has occurred to notify the Committee in writing (which may include a written electronic communication) that Cocoa believes the

Committee's decision has the potential to adversely impact Cocoa's Level of Service or would make it financially impossible or technically infeasible for Cocoa to provide water under the price and terms of the Wholesale Water Supply Contract. If Cocoa so notifies the Committee, Cocoa shall also describe in detail why or how the decision (a) potentially adversely impacts Cocoa's Level of Service, or (b) adversely impacts Cocoa's ability to comply with the Wholesale Water Supply Contract. Cocoa's notice must, if possible, also describe how the Committee's decision could be modified to eliminate the potential impact to Cocoa. If Cocoa so notifies the Committee, then the Committee's decision is deemed stayed until the resolution of the matter as described herein is achieved, unless the Committee, including Cocoa's Committee Member, agree otherwise by Consensus. If Cocoa so notifies the Committee and Cocoa's Committee Member is serving as the Committee chair, Cocoa's Committee Member will temporarily relinquish its role as Committee chair and the remaining Committee Members will select a temporary Committee chair by Straight Vote to preside over the matter described herein. Cocoa will resume serving as Committee chair upon the date of final resolution of the matter using the process specified herein.

- 4.1.5.3 For the purposes of Sections 4.1.5.3 through 4.1.5.11, all references to Committee shall mean the Committee Members except Cocoa's Committee Member. If Cocoa notifies the Committee as provided in Section 4.1.5.2, then the Committee has thirty (30) days from receipt of Cocoa's notice to provide an initial written response to the issue raised by Cocoa. If the Committee fails to provide an initial written response to Cocoa

within (30) days, or within thirty (30) days provides a written response to Cocoa that the Committee will not revise, modify or rescind its decision, then Cocoa and the Committee will proceed with the selection of a Reviewing Engineer as provided for in Section 4.1.5.5 below.

4.1.5.4 If as part of its initial written response or subsequent to the initial written response, the Committee provides a plan or approach for addressing the issue raised by Cocoa pursuant to Section 4.1.5.2 above, then Cocoa shall notify the Committee in writing within thirty (30) days of receiving the Committee's plan or approach that either the Committee has addressed the issue raised by Cocoa, or that Cocoa selects to have Cocoa and the Committee proceed with the selection of a Reviewing Engineer as provided for in Section 4.1.5.5 below. If Cocoa fails to respond to the Committee within this (30) day period, Cocoa is deemed to have accepted the Committee-provided plan or approach for addressing the issue raised by Cocoa.

4.1.5.5 Cocoa and the Committee will each select an engineer. These two engineers will select a third engineer as a Reviewing Engineer to provide an independent engineering analysis of the issue to Cocoa and the Committee. The Committee and Cocoa have sixty (60) days to select their engineers and for those engineers to select the Reviewing Engineer. The Committee and Cocoa will each bear the cost of their own engineer. The Committee chair will contract with the Committee's engineer and the remaining Committee Members will reimburse the Committee chair on an equal basis for the costs of the Committee chair within sixty (60) days of receiving an invoice from the Committee chair for the same. Cocoa will contract with

Cocoa's engineer. Within sixty (60) days of designation of the Reviewing Engineer, the Committee chair and/or Cocoa shall contract with the Reviewing Engineer and each side will pay fifty (50%) percent of the cost of the Reviewing Engineer. The Committee Members will pay for the Committee's fifty (50%) percent cost of the Reviewing Engineer on an equal basis and will reimburse the Committee chair for payments to the Reviewing Engineer within sixty (60) days of the receipt of an invoice for the same.

- 4.1.5.6 The Reviewing Engineer shall propose a schedule to be approved by Cocoa and the Committee to review the Committee's and Cocoa's respective positions and render a report on the same. The contract with the Reviewing Engineer must specify the approved schedule. The contract with the Reviewing Engineer must also specify that the Reviewing Engineer provide a deadline for the Committee and Cocoa to each submit a written report of their respective positions and that the Reviewing Engineer shall schedule a meeting at which the Committee and Cocoa can attend and present (orally, in writing, or both) their respective positions to the Reviewing Engineer. The Committee and Cocoa must copy each other on any written communications to the Reviewing Engineer. Once the Reviewing Engineer begins the evaluation, the Reviewing Engineer can only ask questions regarding the issue or related issues to Cocoa and the Committee in writing, copying both Cocoa and the Committee. Cocoa and the Committee can only respond to questions from the Reviewing Engineer in writing, with copies provided to the other party.

4.1.5.7 After considering the positions and information provided by the Committee and Cocoa, the Reviewing Engineer must prepare and submit a final written report to the Committee and Cocoa indicating whether the Committee's decision has the potential to either adversely impact Cocoa's Level of Service and the manner in which and likelihood such potential adverse impact would occur; or whether the Committee's decision would make it financially impossible or technically infeasible for Cocoa to provide water under the price and terms of the Wholesale Water Supply Contract, depending upon the issue raised by Cocoa's notice. If the Reviewing Engineer determines that an adverse impact or financial impossibility or technical infeasibility will occur, the Reviewing Engineer's final written report must also identify changes to the Committee's decision which would address the potential adverse impact to Cocoa. Finally, the Reviewing Engineer's final written report must indicate the estimated additional cost, if any, Cocoa would incur to address the potential adverse impact.

4.1.5.8 If the Reviewing Engineer's final written report indicates the Committee's decision does not either adversely impact Cocoa's Level of Service or make it financially impossible or technically infeasible for Cocoa to provide water under the price and terms of the Wholesale Water Supply Contract, then the stay on the Committee's decision is deemed lifted and the Committee's decision shall go into effect. If the Reviewing Engineer's final written report indicates that the Committee's decision will adversely impact either Cocoa's Level of Service or would make it financially impossible or technically infeasible for Cocoa to provide water under the price and terms of the Wholesale

Water Supply Contract, then the Committee shall decide to either: (a) modify or rescind its decision in the manner described in the Reviewing Engineer's final report to address the adverse impact, or (b) compensate Cocoa for the commercially reasonable additional cost, if any, to address the potential impact to Cocoa's Level of Service or to make it financially possible or technically feasible for Cocoa to provide water under the price and terms of the Wholesale Water Supply Contract, not to exceed the Reviewing Engineer's estimated cost. If the Committee elects to compensate Cocoa, the Committee will determine the method of such compensation, and such compensation will be paid consistent with the terms of the Wholesale Supply Water Contract.

- 4.1.5.9 By agreement, the Committee and Cocoa may decide to jointly meet with the Reviewing Engineer after receipt of the Reviewing Engineer's final report to discuss the report. However, regardless of the discussion occurring at such a meeting, or other documents or information presented at the meeting, the Reviewing Engineer's final report shall reflect the final and complete position of the Reviewing Engineer for the purposes of this Agreement, unless the Committee and Cocoa otherwise agree in writing to vary from the Reviewing Engineer's recommendations, in whole or part.
- 4.1.5.10 By Consensus, the Committee and Cocoa may modify any of the timeframes specified in this Section 4.1.5.
- 4.1.5.11 If during the thirty (30) day period specified in Section 4.1.5.2, Cocoa does not provide written notice to the Committee of a potential adverse impact pursuant to Section 4.1.5.2, Cocoa shall be deemed to have admitted that the decision voted on by

the Committee at the meeting does not have the potential to adversely impact Cocoa's Level of Service and does not make it financially impossible or technically infeasible for Cocoa to comply with the Wholesale Supply Water Contract. Cocoa may not subsequently seek review under Section 4.1.5.2 of a decision of the Committee on the same subject matter unless the Committee subsequently seeks to modify its original decision, and the modification is either (a) a Substantial Deviation or (b) will result in new and materially different adverse impacts to Cocoa's Level of Service or financial performance under the Wholesale Water Supply Contract beyond those approved by the Committee's original decision.

- 4.2 The Phase 4 Dyal Treatment Committee Working Relationship with the Phase 4 Dyal Treatment Project Administrator.** Governance of the Phase 4 Dyal Treatment System portion of the TCR/SJR Project shall be shared between the Phase 4 Dyal Treatment Project Administrator and the Phase 4 Dyal Treatment Committee in accordance with the scope of responsibilities which have been assigned to the Phase 4 Dyal Treatment Project Administrator and the Phase 4 Dyal Treatment Committee. Specifically, the Phase 4 Dyal Treatment Project Administrator will implement the Phase 4 Dyal Treatment System. The Phase 4 Dyal Treatment Committee will only make the decisions that are expressly set forth in Section 4.2.1. All other decisions regarding the Phase 4 Dyal Treatment System portion of the TCR/SJR Project not expressly assigned to the Phase 4 Dyal Treatment Committee shall be made by the Phase 4 Dyal Treatment Project Administrator, except as otherwise specified in this Agreement. The Phase 4 Dyal Treatment Project Administrator will be the sole operator of the Phase 4 Dyal Treatment System. The purchase and delivery of Finished Water from the Phase 4 Dyal Treatment Project Administrator by the Water Suppliers will be governed by the Wholesale Water Supply Contract. The Water Suppliers that are members

of the Phase 4 Dyal Treatment Committee may by Consensus recorded in a letter agreement expand the responsibilities of the Phase 4 Dyal Treatment Committee beyond those set forth in Section 4.2.1 below provided the scope and duration of the expanded responsibilities do not conflict with this Agreement.

4.2.1 Phase 4 Dyal Treatment Committee Responsibilities. The Phase 4 Dyal Treatment Committee's role under this Agreement in governing the Phase 4 Dyal Treatment System portion of the TCR/SJR Project is limited to the following decisions, which this Agreement describes in greater detail elsewhere. This Section is not intended to limit the Phase 4 Dyal Treatment Committee's authority to make decisions granted under other agreements:

- 4.2.1.1 Determination of whether to change the timeframes or phasing of the Phase 4 Dyal Treatment System portion of the TCR/SJR Project as provided in Section 6.1.
- 4.2.1.2 Approval of meeting minutes.
- 4.2.1.3 Approval of scopes of work and related budgets, and amendments thereto for consultant(s) selected to provide services, where such services are called for in Section 6.
- 4.2.1.4 Participation in the development of the TCR/SJR Project PDR for the Phase 4 Dyal Treatment System including review and comment on draft documents and information in support of the development of the TCR/SJR Project PDR for the Phase 4 Dyal Treatment System.
- 4.2.1.5 Approval of the TCR/SJR Project PDR(s) for the Phase 4 Dyal Treatment System, and Design Budget(s) for the Phase 4 Dyal Treatment System, as specified in Section 6.11.
- 4.2.1.6 Approval of the final design for all or a portion of the Phase 4 Dyal Treatment System and any Substantial Deviation from the

applicable TCR/SJR Project PDR for the Phase 4 Dyal Treatment System.

- 4.2.1.7 Approval of any Bidding Budget for all or a portion of the Phase 4 Dyal Treatment System portion of the TCR/SJR Project.
- 4.2.1.8 If the bids exceed any Bidding Budget for the Phase 4 Dyal Treatment System, determination of whether to approve or reject the bids to construct all or a portion of the Phase 4 Dyal Treatment System. If the vote is to reject the bid(s), then the Phase 4 Dyal Treatment Committee will decide whether to modify and/or rebid the construction project(s).
- 4.2.1.9 Approval of any Construction Budget for all or a portion of the Phase 4 Dyal Treatment System.
- 4.2.1.10 If construction costs exceed or are expected to exceed a Construction Budget for all or a portion of the Phase 4 Dyal Treatment System, approval of a revised Construction Budget.
- 4.2.1.11 Approval of any Substantial Deviations from the Phase 4 Dyal Treatment Committee-approved final design during construction of all or a portion of the Phase 4 Dyal Treatment System.
- 4.2.1.12 During Phase 4 of the TCR/SJR Project, deciding where and how to build the Phase 4 Dyal Treatment System.
- 4.2.1.13 During Phase 4, determining whether to proceed with directing the Phase 4 Dyal Treatment Project Administrator(s) to obtain necessary real property interests, if any, for the Phase 4 Dyal Treatment System.
- 4.2.1.14 Approval of the use of alternative project delivery mechanisms, as specified in Section 6.11, for design and construction of the Phase 4 Dyal Treatment System portion of the TCR/SJR Project.

4.2.1.15 Approval of decisions or actions necessary to implement any section of this Agreement related to the Phase 4 Dyal Treatment System, except as otherwise provided for in this Agreement.

4.2.2 **Phase 4 Dyal Treatment Committee Membership.** At least thirty (30) days prior to the initial decision requiring Phase 4 Dyal Treatment Committee approval, each participating Water Supplier must provide to every other participating Water Supplier, in writing, the name, address, phone number, fax number, email address, and any other electronic communication address of the Water Supplier's Phase 4 Dyal Treatment Committee Member. Any participating Water Supplier may change its Phase 4 Dyal Treatment Committee Member any time immediately upon written notice to all the other participating Water Suppliers. Additionally, the participating Water Suppliers by Consensus may disband the Phase 4 Dyal Treatment Committee during the interim between decisions requiring Phase 4 Dyal Treatment Committee approval. If the Committee is disbanded, Phase 4 Dyal Treatment Committee Members will no longer have any responsibilities as a member of the Phase 4 Dyal Treatment Committee. In addition, prior to the next decision requiring Phase 4 Dyal Treatment Committee approval in accordance with requirements of this section, each participating Water Supplier will re-designate its Phase 4 Dyal Treatment Committee Member.

4.2.3 **Phase 4 Dyal Treatment Committee Organization.** The Phase 4 Dyal Treatment Committee shall have a chair, who will be responsible for providing all required meeting notices, preparing meeting agendas and summaries, presiding at Phase 4 Dyal Treatment Committee meetings and otherwise ensuring that Phase 4 Dyal Treatment Committee meetings comply with the open meeting requirements of section 286.011, Florida Statutes. Cocoa's Phase 4 Dyal Treatment Committee Member shall serve as the Phase 4 Dyal Treatment Committee chair,

unless Cocoa voluntarily relinquishes its role as Phase 4 Dyal Treatment Committee chair or all of the other Phase 4 Dyal Treatment Committee Members agree by Consensus to appoint a new Phase 4 Dyal Treatment Committee chair, in which case the Phase 4 Dyal Treatment Committee chair shall be selected by a Straight Vote of the Phase 4 Dyal Treatment Committee. Any Phase 4 Dyal Treatment Committee Member selected as the Phase 4 Dyal Treatment Committee chair, other than Cocoa's Phase 4 Dyal Treatment Committee Member, will serve in that capacity until said Phase 4 Dyal Treatment Committee Member resigns or is removed by Straight Vote of the Phase 4 Dyal Treatment Committee. In the event of a vacancy, a Phase 4 Dyal Treatment Committee chair shall be selected by Straight Vote of the Phase 4 Dyal Treatment Committee at its next regular or special meeting. If the Phase 4 Dyal Treatment Committee chair is not Cocoa's Phase 4 Dyal Treatment Committee Member, then at the Phase 4 Dyal Treatment Committee chair's request, the other Water Suppliers may reimburse the Water Supplier whose Phase 4 Dyal Treatment Committee Member is currently serving as Phase 4 Dyal Treatment Committee chair for any reasonable expenses incurred in carrying out the Phase 4 Dyal Treatment Committee chair's duties under this Agreement using some means the other Phase 4 Dyal Treatment Committee Members determine by Consensus.

- 4.2.4 Phase 4 Dyal Treatment Committee Meetings.** The Phase 4 Dyal Treatment Committee shall hold meetings on a schedule and at a location determined by the Phase 4 Dyal Treatment Committee, as needed to facilitate the Phase 4 Dyal Treatment Committee's authorized decisions pursuant to Section 4.2.1, with an agenda the Phase 4 Dyal Treatment Committee chair will provide prior to each meeting. Special meetings of the Phase 4 Dyal Treatment Committee shall be called upon written notice from the Phase 4 Dyal Project Manager, or upon written notice

from a Majority of Phase 4 Dyal Treatment Committee Members to the Phase 4 Dyal Project Manager requesting a special meeting. Meeting notice, including the time and location of the meeting, and the agenda for any Phase 4 Dyal Treatment Committee meeting shall be provided in writing to all Phase 4 Dyal Treatment Committee Members at least seven (7) business days prior to a meeting, except in case of an emergency meeting. A Quorum shall be required for all Phase 4 Dyal Treatment Committee meetings. The Phase 4 Dyal Treatment Committee Members may attend by means of telephonic communication or electronic communication media employing any form of electronic communication the Phase 4 Dyal Treatment Committee selects to use as allowed by law for a board subject to the open meeting requirements of section 286.011, Florida Statutes, or successor provision. The Phase 4 Dyal Treatment Committee Chair shall be responsible for preparing meeting minutes.

4.2.5 Phase 4 Dyal Treatment Committee Decision Making. The Parties desire and intend to encourage the Phase 4 Dyal Treatment Committee Members to decide by Consensus as often as possible. In the event Consensus is not reached, as determined by a Straight Vote of a Majority of the Phase 4 Dyal Treatment Committee, Phase 4 Dyal Treatment Committee decisions will proceed as described below, unless otherwise specified in this Agreement:

4.2.5.1 The Phase 4 Dyal Treatment Committee will decide the issue by Weighted Vote.

4.2.5.2 If the Phase 4 Dyal Treatment Committee decides an issue by Weighted Vote, the Phase 4 Dyal Treatment Project Administrator has thirty (30) days after the Phase 4 Dyal Treatment Committee's Weighted Vote has occurred to notify the Phase 4 Dyal Treatment Committee in writing (which may include a written electronic communication) that the Phase 4

Dyal Treatment Project Administrator believes the Phase 4 Dyal Treatment Committee's decision has the potential to adversely impact the Phase 4 Dyal Treatment Project Administrator's Level of Service or would make it financially impossible or technically infeasible for the Phase 4 Dyal Treatment Project Administrator to provide water under the price and terms of the Wholesale Water Supply Contract. If the Phase 4 Dyal Treatment Project Administrator so notifies the Phase 4 Dyal Treatment Committee, the Phase 4 Dyal Treatment Project Administrator shall also describe in detail why or how the decision (a) potentially adversely impacts the Phase 4 Dyal Treatment Project Administrator's Level of Service, or (b) adversely impacts the Phase 4 Dyal Treatment Project Administrator's ability to comply with the Wholesale Water Supply Contract. The Phase 4 Dyal Treatment Project Administrator's notice must, if possible, also describe how the Phase 4 Dyal Treatment Committee's decision could be modified to eliminate the potential impact to the Phase 4 Dyal Treatment Project Administrator. If the Phase 4 Dyal Treatment Project Administrator so notifies the Phase 4 Dyal Treatment Committee, then the Phase 4 Dyal Treatment Committee's decision is deemed stayed until the resolution of the matter as described herein is achieved, unless the Phase 4 Dyal Treatment Committee, including the Phase 4 Dyal Treatment Project Administrator's Phase 4 Dyal Treatment Committee Member, agree otherwise by Consensus. If the Phase 4 Dyal Treatment Project Administrator so notifies the Phase 4 Dyal Treatment Committee and the Phase 4 Dyal Treatment Project Administrator's Phase 4 Dyal Treatment Committee Member is serving as the Phase 4 Dyal Treatment

Committee chair, the Phase 4 Dyal Treatment Project Administrator's Phase 4 Dyal Treatment Committee Member will temporarily relinquish its role as Phase 4 Dyal Treatment Committee chair and the remaining Phase 4 Dyal Treatment Committee Members will select a temporary Phase 4 Dyal Treatment Committee chair by Straight Vote to preside over the matter described herein. The Phase 4 Dyal Treatment Project Administrator will resume serving as Phase 4 Dyal Treatment Committee chair upon the date of final resolution of the matter using the process specified herein.

- 4.2.5.3 For the purposes of Sections 4.2.5.3 through 4.2.5.11, all references to Phase 4 Dyal Treatment Committee shall mean the Phase 4 Dyal Treatment Committee Members except the Phase 4 Dyal Treatment Project Administrator's Phase 4 Dyal Treatment Committee Member. If the Phase 4 Dyal Treatment Project Administrator notifies the Phase 4 Dyal Treatment Committee as provided in Section 4.2.5.2, then the Phase 4 Dyal Treatment Committee has thirty (30) days from receipt of the Phase 4 Dyal Treatment Project Administrator's notice to provide an initial written response to the issue raised by the Phase 4 Dyal Treatment Project Administrator. If the Phase 4 Dyal Treatment Committee fails to provide an initial written response to the Phase 4 Dyal Treatment Project Administrator within (30) days, or within thirty (30) days provides a written response to the Phase 4 Dyal Treatment Project Administrator that the Phase 4 Dyal Treatment Committee will not revise, modify or rescind its decision, then the Phase 4 Dyal Treatment Project Administrator and the Phase 4 Dyal Treatment

Committee will proceed with the selection of a Reviewing Engineer as provided for in Section 4.2.5.5 below.

4.2.5.4 If as part of its initial written response or subsequent to the initial written response, the Phase 4 Dyal Treatment Committee provides a plan or approach for addressing the issue raised by the Phase 4 Dyal Treatment Project Administrator pursuant to Section 4.2.5.2 above, then the Phase 4 Dyal Treatment Project Administrator shall notify the Phase 4 Dyal Treatment Committee in writing within thirty (30) days of receiving the Phase 4 Dyal Treatment Committee's plan or approach that either the Phase 4 Dyal Treatment Committee has addressed the issue raised by the Phase 4 Dyal Treatment Project Administrator, or that the Phase 4 Dyal Treatment Project Administrator selects to have the Phase 4 Dyal Treatment Project Administrator and the Phase 4 Dyal Treatment Committee proceed with the selection of a Reviewing Engineer as provided for in Section 4.2.5.5 below. If the Phase 4 Dyal Treatment Project Administrator fails to respond to the Phase 4 Dyal Treatment Committee within this (30) day period, the Phase 4 Dyal Treatment Project Administrator is deemed to have accepted the Phase 4 Dyal Treatment Committee-provided plan or approach for addressing the issue raised by the Phase 4 Dyal Treatment Project Administrator.

4.2.5.5 The Phase 4 Dyal Treatment Project Administrator and the Phase 4 Dyal Treatment Committee will each select an engineer. These two engineers will select a third engineer as a Reviewing Engineer to provide an independent engineering analysis of the issue to the Phase 4 Dyal Treatment Project Administrator and the Phase 4 Dyal Treatment Committee. The Phase 4 Dyal

Treatment Committee and the Phase 4 Dyal Treatment Project Administrator have sixty (60) days to select their engineers and for those engineers to select the Reviewing Engineer. The Phase 4 Dyal Treatment Committee and the Phase 4 Dyal Treatment Project Administrator will each bear the cost of their own engineer. The Phase 4 Dyal Treatment Committee chair will contract with the Phase 4 Dyal Treatment Committee's engineer and the remaining Phase 4 Dyal Treatment Committee Members will reimburse the Phase 4 Dyal Treatment Committee chair on an equal basis for the costs of the Phase 4 Dyal Treatment Committee chair within sixty (60) days of receiving an invoice from the Phase 4 Dyal Treatment Committee chair for the same. The Phase 4 Dyal Treatment Project Administrator will contract with the Phase 4 Dyal Treatment Project Administrator's engineer. Within sixty (60) days of designation of the Reviewing Engineer, the Phase 4 Dyal Treatment Committee chair and/or the Phase 4 Dyal Treatment Project Administrator shall contract with the Reviewing Engineer and each side will pay fifty (50%) percent of the cost of the Reviewing Engineer. The Phase 4 Dyal Treatment Committee Members will pay for the Phase 4 Dyal Treatment Committee's fifty (50%) percent cost of the Reviewing Engineer on an equal basis and will reimburse the Phase 4 Dyal Treatment Committee chair for payments to the Reviewing Engineer within sixty (60) days of the receipt of an invoice for the same.

- 4.2.5.6 The Reviewing Engineer shall propose a schedule to be approved by the Phase 4 Dyal Treatment Project Administrator and the Phase 4 Dyal Treatment Committee to review the Phase 4 Dyal Treatment Committee's and the Phase 4 Dyal Treatment

Project Administrator's respective positions and render a report on the same. The contract with the Reviewing Engineer must specify the approved schedule. The contract with the Reviewing Engineer must also specify that the Reviewing Engineer provide a deadline for the Phase 4 Dyal Treatment Committee and the Phase 4 Dyal Treatment Project Administrator to each submit a written report of their respective positions and that the Reviewing Engineer shall schedule a meeting at which the Phase 4 Dyal Treatment Committee and the Phase 4 Dyal Treatment Project Administrator can attend and present (orally, in writing, or both) their respective positions to the Reviewing Engineer. The Phase 4 Dyal Treatment Committee and the Phase 4 Dyal Treatment Project Administrator must copy each other on any written communications to the Reviewing Engineer. Once the Reviewing Engineer begins the evaluation, the Reviewing Engineer can only ask questions regarding the issue or related issues to the Phase 4 Dyal Treatment Project Administrator and the Phase 4 Dyal Treatment Committee in writing, copying both the Phase 4 Dyal Treatment Project Administrator and the Phase 4 Dyal Treatment Committee. The Phase 4 Dyal Treatment Project Administrator and the Phase 4 Dyal Treatment Committee can only respond to questions from the Reviewing Engineer in writing, with copies provided to the other party.

- 4.2.5.7 After considering the positions and information provided by the Phase 4 Dyal Treatment Committee and the Phase 4 Dyal Treatment Project Administrator, the Reviewing Engineer must prepare and submit a final written report to the Phase 4 Dyal Treatment Committee and the Phase 4 Dyal Treatment Project Administrator indicating whether the Phase 4 Dyal Treatment

Committee's decision has the potential to either adversely impact the Phase 4 Dyal Treatment Project Administrator's Level of Service and the manner in which and likelihood such potential adverse impact would occur; or whether the Phase 4 Dyal Treatment Committee's decision would make it financially impossible or technically infeasible for the Phase 4 Dyal Treatment Project Administrator to provide water under the price and terms of the Wholesale Water Supply Contract, depending upon the issue raised by the Phase 4 Dyal Treatment Project Administrator's notice. If the Reviewing Engineer determines that an adverse impact or financial impossibility or technical infeasibility will occur, the Reviewing Engineer's final written report must also identify changes to the Phase 4 Dyal Treatment Committee's decision which would address the potential adverse impact to the Phase 4 Dyal Treatment Project Administrator. Finally, the Reviewing Engineer's final written report must indicate the estimated additional cost, if any, the Phase 4 Dyal Treatment Project Administrator would incur to address the potential adverse impact.

- 4.2.5.8 If the Reviewing Engineer's final written report indicates the Phase 4 Dyal Treatment Committee's decision does not either adversely impact the Phase 4 Dyal Treatment Project Administrator's Level of Service or make it financially impossible or technically infeasible for the Phase 4 Dyal Treatment Project Administrator to provide water under the price and terms of the Wholesale Water Supply Contract, then the stay on the Phase 4 Dyal Treatment Committee's decision is deemed lifted and the Phase 4 Dyal Treatment Committee's decision shall go into effect. If the Reviewing Engineer's final written report indicates

that the Phase 4 Dyal Treatment Committee's decision will adversely impact either the Phase 4 Dyal Treatment Project Administrator's Level of Service or would make it financially impossible or technically infeasible for the Phase 4 Dyal Treatment Project Administrator to provide water under the price and terms of the Wholesale Water Supply Contract, then the Phase 4 Dyal Treatment Committee shall decide to either: (a) modify or rescind its decision in the manner described in the Reviewing Engineer's final report to address the adverse impact, or (b) compensate the Phase 4 Dyal Treatment Project Administrator for the commercially reasonable additional cost, if any, to address the potential impact to the Phase 4 Dyal Treatment Project Administrator's Level of Service or to make it financially possible or technically feasible for the Phase 4 Dyal Treatment Project Administrator to provide water under the price and terms of the Wholesale Water Supply Contract, not to exceed the Reviewing Engineer's estimated cost. If the Phase 4 Dyal Treatment Committee elects to compensate the Phase 4 Dyal Treatment Project Administrator, the Committee shall determine the method of compensation, and such compensation will be paid consistent with the terms of the Wholesale Supply Water Contract.

- 4.2.5.9 By agreement, the Phase 4 Dyal Treatment Committee and the Phase 4 Dyal Treatment Project Administrator may decide to jointly meet with the Reviewing Engineer after receipt of the Reviewing Engineer's final report to discuss the report. However, regardless of the discussion occurring at such a meeting, or other documents or information presented at the meeting, the Reviewing Engineer's final report shall reflect the

final and complete position of the Reviewing Engineer for the purposes of this Agreement, unless the Phase 4 Dyal Treatment Committee and the Phase 4 Dyal Treatment Project Administrator otherwise agree in writing to vary from the Reviewing Engineer's recommendations, in whole or part.

4.2.5.10 By Consensus, the Phase 4 Dyal Treatment Committee and the Phase 4 Dyal Treatment Project Administrator may modify any of the timeframes specified in this Section 4.2.5.

4.2.5.11 If during the thirty (30) day period specified in Section 4.2.5.2, the Phase 4 Dyal Treatment Project Administrator does not provide written notice to the Phase 4 Dyal Treatment Committee of a potential adverse impact pursuant to Section 4.2.5.2, the Phase 4 Dyal Treatment Project Administrator shall be deemed to have admitted that the decision voted on by the Phase 4 Dyal Treatment Committee at the meeting does not have the potential to adversely impact the Phase 4 Dyal Treatment Project Administrator's Level of Service and does not make it financially impossible or technically infeasible for the Phase 4 Dyal Treatment Project Administrator to comply with the Wholesale Supply Water Contract. The Phase 4 Dyal Treatment Project Administrator may not subsequently seek review under Section 4.2.5.2 of a decision of the Phase 4 Dyal Treatment Committee on the same subject matter unless the Phase 4 Dyal Treatment Committee subsequently seeks to modify its original decision, and the modification is either (a) a Substantial Deviation or (b) will result in new and materially different adverse impacts to the Phase 4 Dyal Treatment Project Administrator's Level of Service or financial performance under

the Wholesale Water Supply Contract beyond those approved by the Phase 4 Dyal Treatment Committee's original decision.

- 4.3 The Phase 4 Non-Dyal Treatment Committee(s) Working Relationship with the Phase 4 Non-Dyal Treatment Project Administrator(s).** The Parties recognize there may be more than one Phase 4 Non-Dyal Treatment System. Each Phase 4 Non-Dyal Treatment System shall have its own Phase 4 Non-Dyal Treatment Committee and its own Phase 4 Non-Dyal Treatment Project Administrator. Governance of a Phase 4 Non-Dyal Treatment System portion of the TCR/SJR Project shall be shared between its Phase 4 Non-Dyal Treatment Project Administrator and its Phase 4 Non-Dyal Treatment Committee in accordance with the scope of responsibilities which have been assigned to the Phase 4 Non-Dyal Treatment Project Administrator(s) and the Phase 4 Non-Dyal Treatment Committee(s). Specifically, the Phase 4 Non-Dyal Treatment Project Administrator(s) will implement the Phase 4 Non-Dyal Treatment System(s). The Phase 4 Non-Dyal Treatment Committee(s) will only make the decisions that are expressly set forth in Section 4.3.1. All other decisions regarding the Phase 4 Non-Dyal Treatment System portion of the TCR/SJR Project not expressly assigned to the Phase 4 Non-Dyal Treatment Committee(s) shall be made by the Phase 4 Non-Dyal Treatment Project Administrator(s), except as otherwise specified in this Agreement. The Phase 4 Non-Dyal Treatment Project Administrator(s) will be the sole operator(s) of the Phase 4 Non-Dyal Treatment System(s). The purchase and delivery of Finished Water from a Phase 4 Non-Dyal Treatment Project Administrator by the Water Suppliers will be governed by the Wholesale Water Supply Contract. The Water Suppliers that are members of a Phase 4 Non-Dyal Treatment Committee may by Consensus recorded in a letter agreement expand the responsibilities of a Phase 4 Non-Dyal Treatment Committee beyond those set forth in Section 4.3.1 below provided the scope and duration of the expanded responsibilities do not conflict with this Agreement.

4.3.1 Phase 4 Non-Dyal Treatment Committee(s) Responsibilities. A Phase 4 Non-Dyal Treatment Committee's role under this Agreement in governing a Phase 4 Non-Dyal Treatment System portion of the TCR/SJR Project is limited to the following decisions, which this Agreement describes in greater detail elsewhere. This Section is not intended to limit a Phase 4 Dyal Treatment Committee's authority to make decisions granted under other agreements:

- 4.3.1.1 Determination of whether to change the timeframes or phasing of a Phase 4 Non-Dyal Treatment System portion of the TCR/SJR Project as provided in Section 6.1.
- 4.3.1.2 Approval of meeting minutes.
- 4.3.1.3 Approval of scopes of work and related budgets, and amendments thereto for consultant(s) selected to provide services, where such services are called for in Section 6.
- 4.3.1.4 Participation in the development of the TCR/SJR Project PDR(s) for the Phase 4 Non-Dyal Treatment System(s) including review and comment on draft documents and information in support of the development of the TCR/SJR Project PDR(s) for the Phase 4 Non-Dyal Treatment System(s).
- 4.3.1.5 Approval of the TCR/SJR Project PDR(s) for the Phase 4 Non-Dyal Treatment System(s), and Design Budget(s) for the Phase 4 Non-Dyal Treatment System(s), as specified in Section 6.11.
- 4.3.1.6 Approval of the final design for all or a portion of the Phase 4 Non-Dyal Treatment System(s) and any Substantial Deviation from the applicable TCR/SJR Project PDR(s) for the Phase 4 Non-Dyal Treatment System(s).
- 4.3.1.7 Approval of any Bidding Budget for all or a portion of a Phase 4 Non-Dyal Treatment System's portion of the TCR/SJR Project.

- 4.3.1.8 If the bids exceed any Bidding Budget for a Phase 4 Non-Dyal Treatment System, determination of whether to approve or reject the bids to construct all or a portion of a Phase 4 Non-Dyal Treatment System. If the vote is to reject the bid(s), then the Phase 4 Non-Dyal Treatment Committee will decide whether to modify and/or rebid the construction project(s).
- 4.3.1.9 Approval of any Construction Budget for all or a portion of a Phase 4 Non-Dyal Treatment System.
- 4.3.1.10 If construction costs exceed or are expected to exceed a Construction Budget for all or a portion of a Phase 4 Non-Dyal Treatment System, approval of a revised Construction Budget.
- 4.3.1.11 Approval of any Substantial Deviations from a Phase 4 Non-Dyal Treatment Committee-approved final design during construction of all or a portion of a Phase 4 Non-Dyal Treatment System.
- 4.3.1.12 During Phase 4 of the TCR/SJR Project, deciding where and how to build a Phase 4 Non-Dyal Treatment System.
- 4.3.1.13 During Phase 4, determining whether to proceed with directing the Phase 4 Non-Dyal Treatment Project Administrator(s) to obtain necessary real property interests, if any, for the Phase 4 Non-Dyal Treatment System.
- 4.3.1.14 Approval of the use of alternative project delivery mechanisms, as specified in Section 6.11, for design and construction of a Phase 4 Non-Dyal Treatment System portion of the TCR/SJR Project.
- 4.3.1.15 Approval of decisions or actions necessary to implement any section of this Agreement related to a Phase 4 Non-Dyal Treatment System, except as otherwise provided for in this Agreement.

4.3.2 Phase 4 Non-Dyal Treatment Committee(s) Membership. At least thirty (30) days prior to an initial decision requiring a Phase 4 Non-Dyal Treatment Committee's approval, each participating Water Supplier must provide to every other participating Water Supplier, in writing, the name, address, phone number, fax number, email address, and any other electronic communication address of the Water Supplier's Phase 4 Non-Dyal Treatment Committee Member. Any participating Water Supplier may change its Phase 4 Non-Dyal Treatment Committee Member any time immediately upon written notice to all the other participating Water Suppliers. Additionally, the participating Water Suppliers by Consensus may disband a Phase 4 Non-Dyal Treatment Committee during the interim between decisions requiring a Phase 4 Non-Dyal Treatment Committee's approval. If a Committee is disbanded, the Phase 4 Non-Dyal Treatment Committee Members will no longer have any responsibilities as a member of that Phase 4 Non-Dyal Treatment Committee. In addition, prior to the next decision requiring a Phase 4 Non-Dyal Treatment Committee's approval in accordance with requirements of this Section, each participating Water Supplier will re-designate its Phase 4 Non-Dyal Treatment Committee Member.

4.3.3 Phase 4 Non-Dyal Treatment Committee(s) Organization. A Phase 4 Non-Dyal Treatment Committee shall have a chair, who will be responsible for providing all required meeting notices, preparing meeting agendas and summaries, presiding at a Phase 4 Non-Dyal Treatment Committee's meetings and otherwise ensuring that a Phase 4 Non-Dyal Treatment Committee's meetings comply with the open meeting requirements of section 286.011, Florida Statutes. A Phase 4 Non-Dyal Treatment Committee's chair shall be the Phase 4 Non-Dyal Treatment Project Administrator's Phase 4 Non-Dyal Treatment Committee Member, unless its Phase 4 Non-Dyal Treatment Project Administrator's

Phase 4 Non-Dyal Treatment Committee Member relinquishes its role as Phase 4 Non-Dyal Treatment Committee chair or all of the other Phase 4 Non-Dyal Treatment Committee Members agree by Consensus to appoint a new Phase 4 Non-Dyal Treatment Committee chair, in which case the Phase 4 Non-Dyal Treatment Committee chair shall be selected by a Straight Vote of the Phase 4 Non-Dyal Treatment Committee. Any Phase 4 Non-Dyal Treatment Committee Member selected as a Phase 4 Non-Dyal Treatment Committee chair, other than the Phase 4 Non-Dyal Treatment Project Administrator's Phase 4 Non-Dyal Treatment Committee Member, will serve in that capacity until said Phase 4 Non-Dyal Treatment Committee Member resigns or is removed by Straight Vote of that Phase 4 Non-Dyal Treatment Committee. In the event of a vacancy, a Phase 4 Non-Dyal Treatment Committee chair shall be selected by Straight Vote of that Phase 4 Non-Dyal Treatment Committee at its next regular or special meeting. If a Phase 4 Non-Dyal Treatment Committee chair is not the Phase 4 Non-Dyal Treatment Project Administrator's Phase 4 Non-Dyal Treatment Committee Member, then at the Phase 4 Non-Dyal Treatment Committee chair's request, the other Water Suppliers may reimburse the Water Supplier whose Phase 4 Non-Dyal Treatment Committee Member is currently serving as a Phase 4 Non-Dyal Treatment Committee chair for any reasonable expenses incurred in carrying out a Phase 4 Non-Dyal Treatment Committee chair's duties under this Agreement using some means the other participating Phase 4 Non-Dyal Treatment Committee Members determine by Consensus.

- 4.3.4 Phase 4 Non-Dyal Treatment Committee(s) Meetings.** A Phase 4 Non-Dyal Treatment Committee shall hold meetings on a schedule and at a location determined by that Phase 4 Non-Dyal Treatment Committee, as needed to facilitate a Phase 4 Non-Dyal Treatment Committee's

authorized decisions pursuant to Section 4.3.1, with an agenda that Phase 4 Non-Dyal Treatment Committee's chair will provide prior to each meeting. Special meetings of a Phase 4 Non-Dyal Treatment Committee shall be called upon written notice from a Phase 4 Non-Dyal Project Manager, or upon written notice from a Majority of Phase 4 Non-Dyal Treatment Committee Members to the Phase 4 Non-Dyal Project Manager requesting a special meeting. Meeting notice, including the time and location of the meeting, and the agenda for any Phase 4 Non-Dyal Treatment Committee meeting shall be provided in writing to all Phase 4 Non-Dyal Treatment Committee Members at least seven (7) business days prior to a meeting, except in case of an emergency meeting. A Quorum shall be required for all Phase 4 Non-Dyal Treatment Committee meetings. Phase 4 Non-Dyal Treatment Committee Members may attend by means of telephonic communication or electronic communication media employing any form of electronic communication a Phase 4 Non-Dyal Treatment Committee selects to use as allowed by law for a board subject to the open meeting requirements of section 286.011, Florida Statutes, or successor provision. A Phase 4 Non-Dyal Treatment Committee's Chair shall be responsible for preparing meeting minutes.

4.3.5 Phase 4 Non-Dyal Treatment Committee(s) Decision Making. The Parties desire and intend to encourage Phase 4 Non-Dyal Treatment Committee Members to decide by Consensus as often as possible. In the event Consensus is not reached, as determined by a Straight Vote of a Majority of a Phase 4 Non-Dyal Treatment Committee, a Phase 4 Non-Dyal Treatment Committee's decisions will proceed as described below, unless otherwise specified in this Agreement:

4.3.5.1 That Phase 4 Non-Dyal Treatment Committee will decide the issue by Weighted Vote.

4.3.5.2 If a Phase 4 Non-Dyal Treatment Committee decides an issue by Weighted Vote, the Phase 4 Non-Dyal Treatment Project Administrator has thirty (30) days after that Phase 4 Non-Dyal Treatment Committee's Weighted Vote has occurred to notify that Phase 4 Non-Dyal Treatment Committee in writing (which may include a written electronic communication) that the Phase 4 Non-Dyal Treatment Project Administrator believes that Phase 4 Non-Dyal Treatment Committee's decision has the potential to adversely impact the Phase 4 Non-Dyal Treatment Project Administrator's Level of Service or would make it financially impossible or technically infeasible for the Phase 4 Non-Dyal Treatment Project Administrator to provide water under the price and terms of the Wholesale Water Supply Contract. If a Phase 4 Non-Dyal Treatment Project Administrator so notifies a Phase 4 Non-Dyal Treatment Committee, the Phase 4 Non-Dyal Treatment Project Administrator shall also describe in detail why or how the decision (a) potentially adversely impacts the Phase 4 Non-Dyal Treatment Project Administrator's Level of Service, or (b) adversely impacts the Phase 4 Non-Dyal Treatment Project Administrator's ability to comply with the Wholesale Water Supply Contract. A Phase 4 Non-Dyal Treatment Project Administrator's notice must, if possible, also describe how that Phase 4 Non-Dyal Treatment Committee's decision could be modified to eliminate the potential impact to the Phase 4 Non-Dyal Treatment Project Administrator. If a Phase 4 Non-Dyal Treatment Project Administrator so notifies a Phase 4 Non-Dyal Treatment Committee, then that Phase 4 Non-Dyal Treatment Committee's decision is deemed stayed until the resolution of the matter as described herein is achieved, unless that Phase 4

Non-Dyal Treatment Committee, including the Phase 4 Non-Dyal Treatment Project Administrator's Phase 4 Non-Dyal Treatment Committee Member, agree otherwise by Consensus. If a Phase 4 Non-Dyal Treatment Project Administrator so notifies a Phase 4 Non-Dyal Treatment Committee and the Phase 4 Non-Dyal Treatment Project Administrator's Phase 4 Non-Dyal Treatment Committee Member is serving as the Phase 4 Non-Dyal Treatment Committee chair, that Phase 4 Non-Dyal Treatment Project Administrator's Phase 4 Non-Dyal Treatment Committee Member will temporarily relinquish its role as Phase 4 Non-Dyal Treatment Committee chair and the remaining Phase 4 Non-Dyal Treatment Committee Members will select a temporary Phase 4 Non-Dyal Treatment Committee chair by Straight Vote to preside over the matter described herein. That Phase 4 Non-Dyal Treatment Project Administrator will resume serving as a Phase 4 Non-Dyal Treatment Committee chair upon the date of final resolution of the matter using the process specified herein.

4.3.5.3 For the purposes of Sections 4.3.5.3 through 4.3.5.11, all references to Phase 4 Non-Dyal Treatment Committee shall mean a Phase 4 Non-Dyal Treatment Committee's Members except that Phase 4 Non-Dyal Treatment Project Administrator's Phase 4 Non-Dyal Treatment Committee Member. If a Phase 4 Non-Dyal Treatment Project Administrator notifies a Phase 4 Non-Dyal Treatment Committee as provided in Section 4.3.5.2, then that Phase 4 Non-Dyal Treatment Committee has thirty (30) days from receipt of the Phase 4 Non-Dyal Treatment Project Administrator's notice to provide an initial written response to the issue raised by that Phase 4 Non-Dyal Treatment Project Administrator. If that Phase 4 Non-Dyal Treatment Committee

fails to provide an initial written response to the Phase 4 Non-Dyal Treatment Project Administrator within (30) days, or within thirty (30) days provides a written response to the Phase 4 Non-Dyal Treatment Project Administrator that the Phase 4 Non-Dyal Treatment Committee will not revise, modify or rescind its decision, then that Phase 4 Non-Dyal Treatment Project Administrator and that Phase 4 Non-Dyal Treatment Committee will proceed with the selection of a Reviewing Engineer as provided for in Section 4.3.5.5 below.

4.3.5.4 If as part of its initial written response or subsequent to the initial written response, a Phase 4 Non-Dyal Treatment Committee provides a plan or approach for addressing the issue raised by a Phase 4 Non-Dyal Treatment Project Administrator pursuant to Section 4.3.5.2 above, then that Phase 4 Non-Dyal Treatment Project Administrator shall notify its Phase 4 Non-Dyal Treatment Committee in writing within thirty (30) days of receiving the Phase 4 Non-Dyal Treatment Committee's plan or approach that either the Phase 4 Non-Dyal Treatment Committee has addressed the issue raised by that Phase 4 Non-Dyal Treatment Project Administrator, or that the Phase 4 Non-Dyal Treatment Project Administrator selects to have the Phase 4 Non-Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Committee proceed with the selection of a Reviewing Engineer as provided for in Section 4.3.5.5 below. If a Phase 4 Non-Dyal Treatment Project Administrator fails to respond to its Phase 4 Non-Dyal Treatment Committee within this (30) day period, that Phase 4 Non-Dyal Treatment Project Administrator is deemed to have accepted its Phase 4 Non-Dyal Treatment Committee-provided plan or approach for addressing

the issue raised by that Phase 4 Non-Dyal Treatment Project Administrator.

4.3.5.5 A Phase 4 Non-Dyal Treatment Project Administrator and its Phase 4 Non-Dyal Treatment Committee will each select an engineer. These two engineers will select a third engineer as a Reviewing Engineer to provide an independent engineering analysis of the issue to that Phase 4 Non-Dyal Treatment Project Administrator and its Phase 4 Non-Dyal Treatment Committee. That Phase 4 Non-Dyal Treatment Committee and its Phase 4 Non-Dyal Treatment Project Administrator have sixty (60) days to select their engineers and for those engineers to select the Reviewing Engineer. That Phase 4 Non-Dyal Treatment Committee and its Phase 4 Non-Dyal Treatment Project Administrator will each bear the cost of their own engineer. That Phase 4 Non-Dyal Treatment Committee chair will contract with the Phase 4 Non-Dyal Treatment Committee's engineer and the remaining Phase 4 Non-Dyal Treatment Committee Members will reimburse that Phase 4 Non-Dyal Treatment Committee chair on an equal basis for the costs of the Phase 4 Non-Dyal Treatment Committee chair within sixty (60) days of receiving an invoice from that Phase 4 Non-Dyal Treatment Committee chair for the same. A Phase 4 Non-Dyal Treatment Project Administrator will contract with the its engineer. Within sixty (60) days of designation of the Reviewing Engineer, a Phase 4 Non-Dyal Treatment Committee chair and/or its Phase 4 Non-Dyal Treatment Project Administrator shall contract with the Reviewing Engineer and each side will pay fifty (50%) percent of the cost of the Reviewing Engineer. The Phase 4 Non-Dyal Treatment Committee Members will pay for the Phase 4 Non-

Dyal Treatment Committee's fifty (50%) percent cost of the Reviewing Engineer on an equal basis and will reimburse the Phase 4 Non-Dyal Treatment Committee chair for payments to the Reviewing Engineer within sixty (60) days of the receipt of an invoice for the same.

- 4.3.5.6 The Reviewing Engineer shall propose a schedule to be approved by a Phase 4 Non-Dyal Treatment Project Administrator and its Phase 4 Non-Dyal Treatment Committee to review the Phase 4 Non-Dyal Treatment Committee's and the Phase 4 Non-Dyal Treatment Project Administrator's respective positions and render a report on the same. The contract with the Reviewing Engineer must specify the approved schedule. The contract with the Reviewing Engineer must also specify that the Reviewing Engineer provide a deadline for a Phase 4 Non-Dyal Treatment Committee and its Phase 4 Non-Dyal Treatment Project Administrator to each submit a written report of their respective positions and that the Reviewing Engineer shall schedule a meeting at which that Phase 4 Non-Dyal Treatment Committee and its Phase 4 Non-Dyal Treatment Project Administrator can attend and present (orally, in writing, or both) their respective positions to the Reviewing Engineer. A Phase 4 Non-Dyal Treatment Committee and its Phase 4 Non-Dyal Treatment Project Administrator must copy each other on any written communications to the Reviewing Engineer. Once the Reviewing Engineer begins the evaluation, the Reviewing Engineer can only ask questions regarding the issue or related issues to a Phase 4 Non-Dyal Treatment Project Administrator and its Phase 4 Non-Dyal Treatment Committee in writing, copying both the Phase 4 Non-Dyal Treatment Project Administrator and its Phase 4 Non-

Dyal Treatment Committee. A Phase 4 Non-Dyal Treatment Project Administrator and its Phase 4 Non-Dyal Treatment Committee can only respond to questions from the Reviewing Engineer in writing, with copies provided to the other party.

- 4.3.5.7 After considering the positions and information provided by a Phase 4 Non-Dyal Treatment Committee and its Phase 4 Non-Dyal Treatment Project Administrator, the Reviewing Engineer must prepare and submit a final written report to the Phase 4 Non-Dyal Treatment Committee and its Phase 4 Non-Dyal Treatment Project Administrator indicating whether a Phase 4 Non-Dyal Treatment Committee's decision has the potential to either adversely impact its Phase 4 Non-Dyal Treatment Project Administrator's Level of Service and the manner in which and likelihood such potential adverse impact would occur; or whether a Phase 4 Non-Dyal Treatment Committee's decision would make it financially impossible or technically infeasible for its Phase 4 Non-Dyal Treatment Project Administrator to provide water under the price and terms of the Wholesale Water Supply Contract, depending upon the issue raised by its Phase 4 Non-Dyal Treatment Project Administrator's notice. If the Reviewing Engineer determines that an adverse impact or financial impossibility or technical infeasibility will occur, the Reviewing Engineer's final written report must also identify changes to that Phase 4 Non-Dyal Treatment Committee's decision which would address the potential adverse impact to its Phase 4 Non-Dyal Treatment Project Administrator. Finally, the Reviewing Engineer's final written report must indicate the estimated additional cost, if any, the Phase 4 Non-Dyal Treatment Project

Administrator would incur to address the potential adverse impact.

- 4.3.5.8 If the Reviewing Engineer's final written report indicates that a Phase 4 Non-Dyal Treatment Committee's decision does not either adversely impact its Phase 4 Non-Dyal Treatment Project Administrator's Level of Service or make it financially impossible or technically infeasible for its Phase 4 Non-Dyal Treatment Project Administrator to provide water under the price and terms of the Wholesale Water Supply Contract, then the stay on that Phase 4 Non-Dyal Treatment Committee's decision is deemed lifted and that Phase 4 Non-Dyal Treatment Committee's decision shall go into effect. If the Reviewing Engineer's final written report indicates that a Phase 4 Non-Dyal Treatment Committee's decision will adversely impact either its Phase 4 Non-Dyal Treatment Project Administrator's Level of Service or would make it financially impossible or technically infeasible for its Phase 4 Non-Dyal Treatment Project Administrator to provide water under the price and terms of the Wholesale Water Supply Contract, then that Phase 4 Non-Dyal Treatment Committee shall decide to either: (a) modify or rescind its decision in the manner described in the Reviewing Engineer's final report to address the adverse impact, or (b) compensate its Phase 4 Non-Dyal Treatment Project Administrator for the commercially reasonable additional cost, if any, to address the potential impact to its Phase 4 Non-Dyal Treatment Project Administrator's Level of Service or to make it financially possible or technically feasible for its Phase 4 Non-Dyal Treatment Project Administrator to provide water under the price and terms of the Wholesale Water Supply Contract, not to exceed the Reviewing

Engineer's estimated cost. If that Phase 4 Non-Dyal Treatment Committee elects to compensate its Phase 4 Non-Dyal Treatment Project Administrator, the Phase 4 Non-Dyal Treatment Committee shall determine the method of compensation, and such compensation will be paid consistent with the terms of the Wholesale Supply Water Contract.

4.3.5.9 By agreement, a Phase 4 Non-Dyal Treatment Committee and its Phase 4 Non-Dyal Treatment Project Administrator may decide to jointly meet with the Reviewing Engineer after receipt of the Reviewing Engineer's final report to discuss the report. However, regardless of the discussion occurring at such a meeting, or other documents or information presented at the meeting, the Reviewing Engineer's final report shall reflect the final and complete position of the Reviewing Engineer for the purposes of this Agreement, unless that Phase 4 Non-Dyal Treatment Committee and its Phase 4 Non-Dyal Treatment Project Administrator otherwise agree in writing to vary from the Reviewing Engineer's recommendations, in whole or part.

4.3.5.10 By Consensus, a Phase 4 Non-Dyal Treatment Committee and its Phase 4 Non-Dyal Treatment Project Administrator may modify any of the timeframes specified in this Section 4.3.5.

4.3.5.11 If during the thirty (30) day period specified in Section 4.3.5.2, a Phase 4 Non-Dyal Treatment Project Administrator does not provide written notice to its Phase 4 Non-Dyal Treatment Committee of a potential adverse impact pursuant to Section 4.3.5.2, that Phase 4 Non-Dyal Treatment Project Administrator shall be deemed to have admitted that the decision voted on by its Phase 4 Non-Dyal Treatment Committee at the meeting does not have the potential to adversely impact that Phase 4 Non-Dyal

Treatment Project Administrator's Level of Service and does not make it financially impossible or technically infeasible for that Phase 4 Non-Dyal Treatment Project Administrator to comply with the Wholesale Supply Water Contract. That Phase 4 Non-Dyal Treatment Project Administrator may not subsequently seek review under Section 4.3.5.2 of a decision of its Phase 4 Non-Dyal Treatment Committee on the same subject matter unless that Phase 4 Non-Dyal Treatment Committee subsequently seeks to modify its original decision, and the modification is either (a) a Substantial Deviation or (b) will result in new and materially different adverse impacts to its Phase 4 Non-Dyal Treatment Project Administrator's Level of Service or financial performance under the Wholesale Water Supply Contract beyond those approved by that Phase 4 Non-Dyal Treatment Committee's original decision.

4.4 The Conflict Committee. During Phase 4, in the event a conflict arises between two or more TCR/SJR Committees regarding the implementation of the Raw Water System, Phase 4 Dyal Treatment System, or Phase 4 Non-Dyal Treatment System that cannot be resolved by the respective project administrators of the TCR/SJR Committees, then a TCR/SJR Committee may send written notice to the other TCR/SJR Committee(s), with which it has a conflict, describing in detail the nature of the conflict and a proposed resolution to the conflict. The Water Suppliers that are members of those TCR/SJR Committees will come together and form a Conflict Committee pursuant to this Section to resolve the conflict. The parties anticipate the possibility that there may be one or more different Conflict Committees depending on which respective TCR/SJR Committees have a conflict.

4.4.1 Conflict Committee Membership. Each Water Supplier that is a member of a particular Conflict Committee must provide to every other

participating Water Supplier, in writing, the name, address, phone number, fax number, email address, and any other electronic communication address of the Water Supplier's Conflict Committee Member. Any participating Water Supplier may change its Conflict Committee Member any time immediately upon written notice to all the other participating Water Suppliers. Upon resolution of a conflict, the Conflict Committee will disband. If a Conflict Committee is disbanded, the Conflict Committee Members will no longer have any responsibilities as a member of that Conflict Committee. In addition, prior to the next decision requiring a Conflict Committee's approval in accordance with requirements of this Section, each participating Water Supplier will redesignate its Conflict Committee Member.

- 4.4.2 **Conflict Committee Organization.** Each Conflict Committee shall have a chair, who will be responsible for providing all required meeting notices, preparing meeting agendas and summaries, presiding at a Conflict Committee's meetings and otherwise ensuring that a Conflict Committee's meetings comply with the open meeting requirements of section 286.011, Florida Statutes. A Conflict Committee shall first attempt to select a Water Supplier that is not a member of the Conflict Committee to serve as Conflict Committee chair. The Conflict Committee shall not select a Conflict Committee Member to serve as Conflict Committee chair unless it is unable to successfully select a Water Supplier that is not a member of the Conflict Committee to serve as the Conflict Committee chair. A Conflict Committee's chair shall be selected by a Straight Vote of the Conflict Committee. Any Conflict Committee chair will serve in that capacity until said Conflict Committee chair resigns or is removed by Straight Vote of that Conflict Committee. In the event of a vacancy, a Conflict Committee chair shall be selected by Straight Vote of that Conflict Committee at its next regular or special meeting. Upon a

Conflict Committee chair's request, the other participating Water Suppliers may reimburse the Water Supplier currently serving as a Conflict Committee chair for any reasonable expenses incurred in carrying out a Conflict Committee chair's duties under this Agreement using some means the other participating Conflict Committee Members determine by Consensus.

4.4.3 Conflict Committee Meetings. A Conflict Committee shall hold meetings on a schedule and at a location determined by that Conflict Committee, as needed to facilitate a Conflict Committee's resolution of its conflict, with an agenda that the Conflict Committee's chair will provide prior to each meeting. Special meetings of a Conflict Committee shall be called upon written notice from a Conflict Committee chair, or upon written notice from a Majority of Conflict Committee Members to the Conflict Committee chair requesting a special meeting. Meeting notice, including the time and location of the meeting, and the agenda for any Conflict Committee meeting shall be provided in writing to all Conflict Committee Members at least seven (7) business days prior to a meeting, except in case of an emergency meeting. A Quorum shall be required for all Conflict Committee meetings. Conflict Committee Members may attend by means of telephonic communication or electronic communication media employing any form of electronic communication a Conflict Committee selects to use as allowed by law for a board subject to the open meeting requirements of section 286.011, Florida Statutes, or successor provision. A Conflict Committee's chair shall be responsible for preparing meeting minutes.

4.4.4 Conflict Committee Decision Making. The Parties desire and intend to encourage Conflict Committee Members to decide by Consensus as often as possible to reach a decision that resolves the conflict by accommodating the systems in conflict. In the event Consensus is not

reached, as determined by a Straight Vote of a Majority of a Conflict Committee, a Conflict Committee's decisions will proceed as described below, unless otherwise specified in this Agreement:

4.4.4.1 That Conflict Committee will decide the issue by Weighted Vote provided that the decision accommodates the systems in conflict.

5. PROJECT ADMINISTRATION FOR THE PUBLIC WATER SUPPLY PORTION OF THE TCR/SJR PROJECT.

5.1 **TCR/SJR Project Administrators.** During Phases 1, 2 and 3 of the TCR/SJR Project and the Raw Water System portion of Phase 4 of the TCR/SJR Project, Cocoa shall serve as Project Administrator and have the overall administrative responsibility for implementing the terms of this Agreement. During Phase 4 of the TCR/SJR Project, if a Phase 4 Dyal Treatment System is implemented, Cocoa shall serve as the Phase 4 Dyal Treatment Project Administrator. During Phase 4 of the TCR/SJR Project, if a Phase 4 Non-Dyal Treatment System is implemented, then the Phase 4 Non-Dyal Treatment Committee shall choose the Phase 4 Non-Dyal Treatment Project Administrator.

5.2 **Performance Standards for Project Administration.** The following performance standards shall apply to the TCR/SJR Project Administrators, when implementing the public water supply portion of the TCR/SJR Project:

5.2.1 Prepare and publish meeting notices.

5.2.2 Prepare and distribute meeting agendas and draft meeting minutes to their respective TCR/SJR Committee Members.

5.2.3 Provide to their respective TCR/SJR Project Representatives monthly reports, unless another reporting period is agreed to by the Consensus of the respective TCR/SJR Committee on the status of the implementation of the public water supply portion of the TCR/SJR Project. The level of detail required in these reports shall be determined by the respective TCR/SJR Committee by Consensus.

- 5.2.4 Defend any challenge or protest filed with regards to procurement decisions made pursuant to this Agreement; including the retention of outside counsel to defend the action.
- 5.2.5 Procure, prepare and execute contract(s) with technical consultant(s) selected pursuant to this Agreement.
- 5.2.6 Manage the activities of the technical consultant(s) or other professional(s) to assure that the Agreement requirements are met.
- 5.2.7 Manage the review of interim and final deliverables.
- 5.2.8 Coordinate regularly with their respective TCR/SJR Project Representatives.
- 5.2.9 Initiate and process funding requests to their respective TCR/SJR Project Representatives for implementation of the TCR/SJR Project.
- 5.2.10 Coordinate annually with the Water Suppliers regarding their future projected need for water from the TCR/SJR Project over a ten year horizon, and compile the data and distribute the results to the Water Suppliers.
- 5.2.11 Receive and account for funds received from the Water Suppliers.
- 5.2.12 Apply for, receive and account for grant funds received from federal, state, regional or local sources.
- 5.2.13 Process and pay invoices from consultants, other professionals and contractors.
- 5.2.14 To the extent not expressly provided for in the TCR/SJR Water Supply Project Permitting Agreement or the TCR/SJR Transmission Line Agreement, acquire and maintain all Environmental Permits necessary to construct and operate all components of the TCR/SJR Project under this Agreement.
- 5.2.15 To the extent not expressly provided for in the TCR/SJR Water Supply Project Permitting Agreement or the TCR/SJR Transmission Line Agreement, submit or modify applications for Environmental Permits

upon the Consensus approval of their respective TCR/SJR Committee, respond to requests for additional information or clarification from regulatory agencies and provide information as needed to finalize the Environmental Permit applications and obtain the Environmental Permits, negotiate the terms of any permit or permit conditions with the regulatory agencies, and accept any Environmental Permits upon the Consensus approval of their respective TCR/SJR Committee. The TCR/SJR Project Administrator shall have the authority pursuant to this Section to submit applications on behalf of the other Water Suppliers and bind the other Water Suppliers to Environmental Permit information and Environmental Permit requirements.

5.2.16 To the extent not expressly provided for in the TCR/SJR Water Supply Project Permitting Agreement or the TCR/SJR Transmission Line Agreement, communicate with regulatory agencies and other interested persons and attend meetings as needed for implementation of the TCR/SJR Project. The TCR/SJR Project Managers shall give their respective TCR/SJR Project Representatives advance notice and the opportunity to attend any such meetings.

5.2.17 Undertake legal actions as necessary to further the work authorized under this Agreement with the Consensus approval of their respective TCR/SJR Committee, including, but not limited to, challenging any denial of an Environmental Permit or defending any challenge filed by a third party with regards to any Environmental Permit sought by their TCR/SJR Project Administrator pursuant to this Agreement in coordination with counsel for their respective TCR/SJR Committee.

5.3 Accounting by the TCR/SJR Project Administrators Upon Termination of the Agreement. If this Agreement is terminated pursuant to Section 28, the TCR/SJR Project Administrator shall provide their respective Water Suppliers with an

accounting of the expenditures of funds and shall reimburse to the Water Suppliers any unexpended funds contributed by each of the Water Suppliers.

5.4 TCR/SJR Project Administrator's Designation of their TCR/SJR Project Manager.

5.4.1 No later than thirty (30) days from the Effective Date, the Project Administrator will provide in writing to the Committee, the name, address, phone number, fax number and email address of its Project Manager. The Project Manager may be changed at any time immediately upon written notice to the Committee. The Project Manager will act as the Project Administrator's representative with regards to implementation of the public water supply portion of the TCR/SJR Project.

5.4.2 No later than thirty (30) days from the selection of a Phase 4 Dyal Treatment Project Administrator, the Phase 4 Dyal Treatment Project Administrator will provide in writing to the Phase 4 Dyal Treatment Committee, the name, address, phone number, fax number and email address of its Phase 4 Dyal Treatment Project Manager. The Phase 4 Dyal Treatment Project Manager may be changed at any time immediately upon written notice to the Phase 4 Dyal Treatment Committee. The Phase 4 Dyal Treatment Project Administrator's Phase 4 Dyal Treatment Project Manager will act as the Phase 4 Dyal Treatment Project Administrator's representative with regards to implementation of the Phase 4 Dyal Treatment System.

5.4.3 No later than thirty (30) days from the selection of a Phase 4 Non-Dyal Treatment Project Administrator, the Phase 4 Non-Dyal Treatment Project Administrator will provide in writing to the Phase 4 Non-Dyal Treatment Committee, the name, address, phone number, fax number and email address of its Phase 4 Non-Dyal Treatment Project Manager. The Phase 4 Non-Dyal Treatment Project Manager may be changed at any time immediately upon written notice to the Phase 4 Non-Dyal

Treatment Committee. The Phase 4 Non-Dyal Treatment Project Administrator's Phase 4 Non-Dyal Treatment Project Manager will act as the Phase 4 Non-Dyal Treatment Project Administrator's representative with regards to implementation of the Phase 4 Non-Dyal Treatment System.

5.5 TCR/SJR Project Representatives to Work with TCR/SJR Project Managers.

5.5.1 No later than thirty (30) days from the Effective Date, each Water Supplier must provide to every other Water Supplier, in writing, the name, address, phone number, fax number and email address of its Project Representative. Any Water Supplier may change its Project Representative at any time immediately upon written notice to all other Water Suppliers. The Project Manager will coordinate with the Project Representatives through implementation of the public water supply portion of the TCR/SJR Project.

5.5.2 No later than thirty (30) days from the selection of a Phase 4 Dyal Treatment Project Administrator, each Water Supplier participating in the Phase 4 Dyal Treatment System must provide to every other participating Water Supplier, in writing, the name, address, phone number, fax number and email address of its Phase 4 Dyal Treatment Project Representative. Any participating Water Supplier may change its Phase 4 Dyal Treatment Project Representative at any time immediately upon written notice to all other participating Water Suppliers. The Phase 4 Dyal Treatment Project Manager will coordinate with the Phase 4 Dyal Treatment Project Representatives through implementation of the Phase 4 Dyal Treatment System.

5.5.3 No later than thirty (30) days from the selection of a Phase 4 Non-Dyal Treatment Project Administrator, each Water Supplier participating in the Phase 4 Non-Dyal Treatment System must provide to every other participating Water Supplier, in writing, the name, address, phone

number, fax number and email address of its Phase 4 Non-Dyal Treatment Project Representative. Any participating Water Supplier may change its Phase 4 Non-Dyal Treatment Project Representative at any time immediately upon written notice to all other participating Water Suppliers. The Phase 4 Non-Dyal Treatment Project Manager will coordinate with the Phase 4 Non-Dyal Treatment Project Representatives through implementation of the Phase 4 Non-Dyal Treatment System.

- 5.6 **Water Supplier's Demand Projections from the TCR/SJR Project.** The Water Suppliers shall annually provide notice on or before May 1st to their respective TCR/SJR Project Manager and to each other regarding their estimated future projected need for Finished Water and/or Raw Water from the TCR/SJR Project over a ten year horizon using a format developed by the Committee.

6. **IMPLEMENTATION OF PUBLIC WATER SUPPLY PORTION OF TCR/SJR PROJECT.**

- 6.1 **Implementing TCR/SJR Project in Phases.** The Parties agree to implement the public supply portion of the TCR/SJR Project in phases as described below. Phase 1 shall be implemented as described in Sections 6.3 through 6.6. Phase 2 shall be implemented as described in Sections 6.7 through 6.8. Phase 3 shall be implemented as described in Section 6.9. Phase 4 shall be implemented as described in Section 6.10. The Committee may, by Consensus only, change any of the timeframes or sequencing for Phase 1, and may change the timeframes or sequencing for other phases or portions of other phases by the decision making process in Section 4.1.5 so long as Cocoa provides at least 24 MGD of Finished Water pursuant to the Wholesale Water Supply Contract (the 24 MGD includes Cocoa's present 8.83 MGD permitted allocation). Either the Phase 4 Dyal Treatment Committee or the Phase 4 Non-Dyal Treatment Committee may change the timeframes or sequencing for the Phase 4 Treatment System portion of Phase 4 by the decision making process in Sections 4.2.5 and 4.3.5 so long as Cocoa provides at least 24 MGD of Finished Water pursuant to the Wholesale

Water Supply Contract (the 24 MGD includes Cocoa's present 8.83 MGD permitted allocation).

- 6.2 **Wholesale Water Supply Contract.** The Wholesale Water Supply Contract entered into among the Water Suppliers will govern the price paid and terms for water produced and delivered by the project phases described below.

PHASE 1 - TCR/SJR REGIONAL PROJECT PERMITTING AND TRANSMISSION LINE SITING PHASE

- 6.3 **Phase 1 Actions.** Phase 1 shall be implemented beginning on the Effective Date of this Agreement. This phase consists of the following actions:
- 6.3.1 Application for and receipt of the Regional Permits for the TCR/SJR Project. The process of applying for and obtaining the Regional Permits is governed by the TCR/SJR Project Permitting Agreement.
 - 6.3.2 The receipt of permits and completion of the design for construction of the TCR Levee Improvements by the SJRWMD.
 - 6.3.3 Approval of the modification of the regulation schedule for TCR by the U.S. Army Corps of Engineers at SJRWMD's request so that the maximum standing pool elevation of TCR can be set at 46 feet NGVD.
 - 6.3.4 An evaluation by the technical consultant selected under the TCR/SJR Regional Project Permitting Agreement of the effect of the construction and operation of the TCR/SJR Project on the water quality in the TCR, which may include a mixing analysis for the SJR and TCR waters. The Committee will direct the technical consultant regarding the conduct of this evaluation. The agricultural water quality parameters to be considered in this evaluation are Fluoride, Total Phosphorus, Total Nitrogen, Chlorides, Sodium, and Specific Conductance. This information will be used to determine any constraints on the quality of water in TCR as part of the basis for developing operating protocols that will maximize the yield and protect the water quality of TCR for both public water

supply and agricultural purposes as described in Sections 6.3.4, 6.3.5 and 6.12 herein.

- 6.3.5 Using the information obtained pursuant to other provisions of this Agreement, and other information, the technical consultant selected under the TCR/SJR Project Permitting Agreement shall develop plans, tools and protocols for the operation of all phases of the TCR/SJR Project to achieve the following: (a) ensure compliance with MFLs and other constraints on the withdrawal of water from the TCR and SJR; (b) protect Cocoa's ability to withdraw up to 8.83 MGD annual average from TCR pursuant to CUP 2-095-118375-1 (or any renewals or modifications of that permit or new permits); (c) manage water quality in TCR to maximize the yield and protect the water quality of TCR for both public water supply and agricultural purposes as described in Sections 6.3.4, 6.3.5 and 6.12; and (d) allow ECFS for the agricultural supply portion, and the Water Suppliers for the public water supply portion, of the TCR/SJR Project to withdraw water as frequently as possible and to the greatest extent possible to achieve the allotments in Section 7 from TCR. These plans, tools and protocols may include a system operation schedule. The technical consultant shall submit these plans, tools and protocols to the Committee for review and approval. Committee approval of the plans, tools and protocols shall be by Consensus only.
- 6.3.6 The selection of the route(s) of the TCR/SJR Raw Water Transmission Line(s) and the TCR/SJR Finished Water Transmission Line(s) from the Dyal POC(s) to the west to one or more of the Water Suppliers' Delivery Points shall be governed by the TCR/SJR Transmission Line Agreement.
- 6.3.7 Except for real property interests that may have been acquired by Cocoa pursuant to the TCR/SJR Project Permitting Agreement, as part of this phase, the Committee may decide to direct Cocoa to acquire, or obtain options to acquire, real property interests and to construct intake

structure(s) on the SJR, the Raw Water pipeline from the SJR to the TCR, the discharge structure to TCR, and any additional or modified intake structure required to withdraw from the TCR, any additional Raw Water pipelines from TCR to the Dyal WTP, and any property needed to build the needed water treatment facilities for the Finished Water portions of Phase 4, or wait until Phase 3 or 4 to take such actions. The design of these facilities necessary to complete the permitting shall be prepared as part of the TCR/SJR Project Permitting Agreement.

6.4 Inability to Obtain Regional Permits, Levee Improvements, Regulation Schedule or Approval of Protocols.

6.4.1 If within five (5) years of the Effective Date, the Water Suppliers do not obtain Regional Permits authorizing the withdrawal and use of the Additional TCR/SJR Quantity as specified in the TCR/SJR Project Permitting Agreement; if the SJRWMD fails to receive the permits and complete the design to construct the TCR Levee Improvements sufficient to increase the maximum standing pool elevation in TCR to 46 feet NGVD; if the U.S. Army Corps of Engineers fails to approve a change to the regulation schedule for TCR so that the maximum standing pool elevation can be set at 46 feet NGVD; or if the Committee fails to approve the plans, tools and protocols as specified in Section 6.3.5; then within thirty (30) days of the occurrence of such an event, the Project Administrator will provide the Water Suppliers with written notice of the occurrence of the event(s) and request that each Water Supplier respond in writing within ninety (90) days stating whether or not it wishes to participate in any further Committee decisions. The notice shall also state that if the Water Supplier fails to respond to the notice within ninety (90) days, the Water Supplier will be deemed to have withdrawn pursuant to Section 10. If a Water Supplier responds to the Project Administrator in writing that it no longer wishes to participate in any further Committee

decisions, or if a Water Supplier fails to respond to the Project Administrator in writing within ninety (90) days, then the Water Supplier shall be deemed to have withdrawn pursuant to Section 10.

- 6.4.2 The remaining Water Suppliers will convene a meeting within one hundred and twenty (120) days of receiving notice from the Project Administrator of the occurrence of one or more of the event(s) set forth in Section 6.4.1 to determine whether it is still feasible to continue with the TCR/SJR Project. A consideration in this determination will be whether the minimum total TCR/SJR Project yield set forth in Section 7 of this Agreement can still be achieved. Notwithstanding any other provision of this Agreement, any decision by the Water Suppliers to continue with the TCR/SJR Project as modified must be by Weighted Vote.
- 6.4.3 If within one hundred eighty (180) days of receiving notice from the Project Administrator of the occurrence of one or more of the event(s) set forth in Section 6.4.1 the remaining Water Suppliers are unable to decide to continue with the TCR/SJR Project by Weighted Vote, then a TCR/SJR Project Failure shall be deemed to have occurred.
- 6.4.4 If the remaining Water Suppliers decide by Weighted Vote to continue with the TCR/SJR Project, the Project Administrator shall notify each Water Supplier that they must respond to the Project Administrator in writing within ninety (90) days confirming that they are Committed to the TCR/SJR Project. If a Water Supplier has not confirmed their Commitment to the TCR/SJR Project in writing to the Project Administrator within ninety (90) days of the Project Administrator's notice, then such Water Supplier shall be deemed to have withdrawn from the TCR/SJR Project pursuant to Section 10.1.
- 6.4.5 The Parties that have Committed pursuant to Section 6.4.4 shall then amend or revise the TCR/SJR Project Agreements as necessary to provide

for the continuation of the TCR/SJR Project pursuant to this Section. If the amendment or revision of the TCR/SJR Project Agreements is not executed by said Parties within three (3) years from the date that the commitment deadline in Section 6.4.4 expires, then a TCR/SJR Project Failure shall be deemed to have occurred. The Water Suppliers that have Committed pursuant to Section 6.4.4 may by Weighted Vote extend the three (3) year_timeframe to amend or revise the TCR/SJR Project Agreements for up to an additional three (3) years, and any subsequent extensions of the timeframe to amend or revise the TCR/SJR Project Agreements shall be by Consensus.

- 6.5 Successful Attainment of Regional Permits, Levee Improvements, and Regulation Schedule and Approval of Protocols.** After receipt of the Regional Permits for the TCR/SJR Project, receipt of permits and completion of the design for construction of the TCR Levee Improvements by the SJRWMD, and approval of the modification of the regulation schedule for TCR by the U.S. Army Corps of Engineers so that the maximum standing pool elevation of TCR can be set at 46 feet NGVD; and approval of the plans, tools and protocols as specified in Section 6.3.5; the Project Administrator shall notify each Water Supplier that they must respond to the Project Administrator in writing within one hundred eighty (180) days confirming that they are Committed to the TCR/SJR Project. If a Water Supplier has not confirmed their Commitment to the TCR/SJR Project in writing to the Project Administrator within one hundred (180) days of the Project Administrator's notice, then such Water Supplier shall be deemed to have withdrawn from the TCR/SJR Project pursuant to Section 10.1.

6.6 Failure by the District to Construct the TCR Levee Improvements

- 6.6.1** If the SJRWMD fails to construct the TCR Levee Improvements sufficient to increase the maximum standing pool elevation in TCR to 46 feet NGVD within three (3) years after Commitment, then the Commitment shall

terminate and the Water Suppliers will be returned to their respective status prior to Commitment.

- 6.6.2 If the Commitment terminates pursuant to Section 6.6.1, then the Water Suppliers will convene a meeting within one hundred and eighty (180) days to determine whether it is still feasible to continue with the TCR/SJR Project. Any decision by the Water Suppliers to continue with the TCR/SJR Project must be by Weighted Vote.
- 6.6.3 If, within one hundred eighty (180) days of the Commitment terminating pursuant to Section 6.6.1, the Water Suppliers are unable to decide to continue with the TCR/SJR Project by Weighted Vote, then a TCR/SJR Project Failure shall be deemed to have occurred.
- 6.6.4 If, within one hundred eighty (180) days of the Commitment terminating pursuant to Section 6.6.1, the Water Suppliers decide by Weighted Vote to continue with this TCR/SJR Project, the Project Administrator shall notify each Water Supplier that they must respond to the Project Administrator in writing within ninety (90) days confirming that they are Committed to the TCR/SJR Project. If a Water Supplier has not confirmed their Commitment to the TCR/SJR Project in writing to the Project Administrator within ninety (90) days of the Project Administrator's notice, then such Water Supplier shall be deemed to have withdrawn from the TCR/SJR Project pursuant to Section 10.1.
- 6.6.5 The Water Suppliers that have Committed pursuant to Section 6.6.4 shall then amend or revise the TCR/SJR Project Agreements as necessary to provide for the continuation of the TCR/SJR Project pursuant to this Section. If the amendment or revision of the TCR/SJR Project Agreements is not executed by said Parties within three (3) years from the date that the Commitment deadline period in Section 6.6.4 expires, then a TCR/SJR Project Failure shall be deemed to have occurred. The Water Suppliers that have Committed pursuant to Section 6.6.4 may by

Weighted Vote extend the three (3) year timeframe to amend or revise the TCR/SJR Project Agreements for up to an additional three (3) years, and any subsequent extensions of the timeframe to amend or revise the TCR/SJR Project Agreements shall be by Consensus.

PHASE 2 - WHOLESALE WATER PURCHASE PHASE

6.7 Implementation of Phase 2. Phase 2 shall be implemented upon either 1) a Consensus decision of the Committee to proceed with Phase 2 of the TCR/SJR Project, or 2) a written request by any Water Supplier, in writing, to the other Water Suppliers that the Committee decide to implement this phase due to that Water Supplier's or Water Suppliers' need for additional water and the deadline when the additional water is needed. Such request must specify the quantity, quality, pressure, delivery point, timing and duration for which water will be required by the requesting Water Supplier(s), and must allow for at least three years before the requested water delivery must occur. If the Committee fails to take action within sixty (60) days of receipt of the Water Supplier's or Water Suppliers' written request, or the Committee decides not to implement this phase in response to the request of one or more Water Suppliers, then one or more other Water Suppliers may offer to sell water to the requesting Water Supplier(s) according to the terms of that Water Supplier's or Water Suppliers' written request. Any offer by one or more of the other Water Suppliers to sell water to the requesting Water Supplier(s) shall be made in writing and delivered to the requesting Water Supplier(s) not later than ninety (90) days after receiving the Water Supplier or Suppliers' written request. If an offer to sell water is acceptable to a requesting Water Supplier(s), then the sale and purchase shall be governed by a separate water supply contract between the offering and requesting Water Supplier(s). If the requesting Water Supplier(s) contracts with one or more other Water Suppliers for the requested water, then that Water Supplier's or Water Suppliers' request for water from the TCR/SJR Project shall

be deemed withdrawn. If within ninety (90) days of the request, none of the other Water Suppliers submits a written offer to satisfy the Water Supplier's or Water Suppliers' written request for water, then the approval to implement this phase is deemed to have occurred and it will be implemented to meet the needs and deadline (or sooner if deemed practicable by the Committee) in the Water Supplier's or Water Suppliers' written request, and the costs of implementation will be borne by the Water Suppliers as provided in the Wholesale Water Supply Contract.

6.8 TCR/SJR Wholesale Water Purchase.

6.8.1 Phase 2 involves minor changes to the Dyal WTP that will allow for withdrawal and treatment capacity by Cocoa with the actual annual average flow rate available for sale to the Water Suppliers to be determined at the time this phase is implemented. During Phase 2, Cocoa shall be the exclusive supplier of Finished Water to the Water Suppliers for the purpose of public water supply. Available excess Cocoa System Water produced as part of Phase 2 shall be treated and transmitted by Cocoa to the other Water Suppliers solely through the Dyal Plant. Cocoa shall be solely responsible for making any decisions in this phase regarding engineering and construction of infrastructure at the Dyal WTP. Cocoa shall also be solely responsible for making any decisions regarding the operation of the Dyal WTP. The Committee may decide to combine this phase in whole or in part with Phase 3 of the TCR/SJR Project depending on the water supply needs of the Water Suppliers, available water supply, and the financial benefits of proceeding by combining all or part of this phase with Phase 3.

6.8.2 Construction of the Finished Water Transmission Lines. During Phase 2, the Water Suppliers will construct the TCR/SJR Finished Water Transmission Line(s) from the Dyal POC(s) to the Delivery Point(s) pursuant to the TCR/SJR Transmission Line Agreement.

PHASE 3 –MAXIMIZATION OF TCR WATER BY DYAL PLANT

6.9 Maximization of TCR Water by Dyal Plant The third phase of the TCR/SJR Project is increasing the output of the surface water portion of the Dyal WTP up to \pm 24 MGD (the 24 MGD includes Cocoa's present 8.83 MGD permitted allocation), which may include contribution of water from the SJR. This phase will require substantial capital improvements to the Dyal WTP. During Phase 3, Cocoa shall be the exclusive supplier of Finished Water from TCR to the Water Suppliers for the purpose of public water supply. Water withdrawn from TCR during the operation of Phase 3 shall be treated and transmitted by Cocoa to the other Water Suppliers solely through the Dyal WTP, as it may be expanded or modified.

6.9.1 The decision to implement Phase 3 will be made either by Committee decision or Water Supplier's request as specified herein. To initiate the Committee's consideration of whether to implement this phase, any Water Supplier may request, in writing, to the other Water Suppliers that the Committee decide to implement this phase due to that Water Supplier's or Water Suppliers' need for additional water and the deadline when the additional water is needed. Such request must specify the quantity, quality, pressure, delivery point, timing and duration for which water will be required by the requesting Water Supplier(s), and must allow for at least three years before the requested water delivery must occur. If the Committee fails to take action within sixty (60) days of receipt of the Water Supplier's or Water Suppliers' written request, or the Committee decides not to implement this phase in response to the request of one or more Water Suppliers, then one or more other Water Suppliers may offer to sell water to the requesting Water Supplier(s) according to the terms of that Water Supplier's or Water Suppliers' written request. Any offer by one or more of the other Water Suppliers to

sell water to the requesting Water Supplier(s) shall be made in writing and delivered to the requesting Water Supplier(s) not later than ninety (90) days after receiving the Water Supplier's or Water Suppliers' written request. If an offer to sell water is acceptable to a requesting Water Supplier(s), then the sale and purchase shall be governed by a separate water supply contract between the offering and requesting Water Supplier(s). If the requesting Water Supplier(s) contracts with one or more other Water Suppliers for the requested water, then that Water Supplier's or Water Suppliers' request for water from the TCR/SJR Project shall be deemed withdrawn. If within ninety (90) days of the request, none of the other Water Suppliers submits a written offer to satisfy the Water Supplier's or Water Suppliers' written request for water, then the approval to implement this phase is deemed to have occurred and will be implemented to meet the needs and deadline (or sooner if deemed practicable by the Committee) in the Water Supplier's or Water Suppliers' written request; and the costs of implementation will be borne by the Water Suppliers as provided in the Wholesale Water Supply Contract.

- 6.9.2 If Phase 3 of the public water supply portion of the TCR/SJR Project is to be implemented, the Project Administrator will procure one or more consultants to prepare one or more TCR/SJR Project PDR(s) to implement Phase 3, which when completed will upgrade the surface water treatment capacity of the Dyal WTP to ± 24 MGD annual average. The TCR/SJR Project PDR(s) shall be consistent with or incorporate, as necessary, the designs developed under the TCR/SJR Project Permitting Agreement and pertinent conditions of any Regional Permits obtained by the Water Suppliers.
- 6.9.3 The Project Administrator, working with the selected consultant, shall prepare the consultant's scope of services and budget for developing the TCR/SJR Project PDR(s) and submit the same to the Committee for review

and approval. The Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to review and approve the selected consultant's scope of services and budget for development of the TCR/SJR Project PDR(s) and any subsequent changes to the consultant's scope of services and budget. If the Committee fails to meet and take action on the selected consultant's scope of services and budget for development of the TCR/SJR Project PDR(s), or any changes thereto, within forty-five (45) days of the date the Project Administrator submits the same to the Committee, then it shall be deemed approved by the Committee by default.

- 6.9.4 The selected consultant will coordinate with the Committee regarding development of the TCR/SJR Project PDR(s), as provided in Section 4.1. The Committee will review and provide comments on draft documents developed in support of the TCR/SJR Project PDR(s).
- 6.9.5 Once the consultant has prepared the TCR/SJR Project PDR(s) and Design Budget(s), the Project Administrator will present the same to the Committee for approval. The Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to review and approve TCR/SJR Project PDR(s) and Design Budget(s) for Phase 3 of the TCR/SJR Project. If the Committee fails to meet and take action on the TCR/SJR Project PDR(s) and Design Budget(s), within ninety (90) days of the date the Project Administrator presents it to the Committee, then it shall be deemed approved by the Committee by default.
- 6.9.6 After Committee approval of the TCR/SJR Project PDR(s) and Design Budget(s) for Phase 3 of the TCR/SJR Project, the Project Administrator will procure one or more consultants, as provided in Section 5.2, to prepare a final design(s) for Phase 3 of the TCR/SJR Project based upon the approved TCR/SJR Project PDR(s). The Project Administrator, working with the selected consultant, shall prepare a scope of services and budget

for developing the final design and submit the same to the Committee for review and approval. The Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to review and approve the selected consultant's scope of services and budget for development of the final design and any subsequent changes to the consultant's scope of services and budget. If the Committee fails to meet and take action on the TCR/SJR Project PDR(s) and Design Budget(s), within forty-five (45) days of the date the Project Administrator presents it to the Committee, then it shall be deemed approved by the Committee by default.

6.9.7 The Project Administrator will manage the preparation of the final design(s) of the facilities needed for this phase. The final design(s) must be based upon the Committee approved TCR/SJR Project PDR(s). The Project Administrator will inform the Committee when the final design(s) draft reaches the 60% and 90% completion intervals and whether the final design(s) contains any Substantial Deviation from the TCR/SJR Project PDR(s). The Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to review and approve any Substantial Deviation in the final design(s) from the TCR/SJR Project PDR(s) or Design Budget. If the Committee fails to take action on the Substantial Deviation within forty-five (45) days after being notified by the Project Administrator, then the Substantial Deviation shall be deemed approved by the Committee by default.

6.9.8 Upon completion of the consultant's proposed final design(s), the Project Administrator will present the same to the Committee for approval. The Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to consider the same, direct changes needed, if any, and shall approve the final design along with the Bidding Budget for Phase 3 of the TCR/SJR Project. If the Committee fails to meet and take action on the final design and Bidding Budget within ninety (90)

days after the Project Administrator presents it to the Committee, then it shall be deemed approved by the Committee by default.

- 6.9.9 After the Committee approves the final design(s) and Bidding Budget(s) for Phase 3 of the TCR/SJR Project, the Project Administrator will procure bids from contractors to construct Phase 3 of the TCR/SJR Project according to the statutes, ordinances and rules governing procurement of consultants by the Project Administrator. If there are one or more qualified bidders at or below the Bidding Budget(s) approved by the Committee, the Project Administrator will select the best qualified bidder and accept the bid. The Project Administrator will then prepare a Construction Budget, and submit it to the Committee for review and approval. The Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to review and approve the Construction Budget. If the Committee fails to meet and take action on the Construction Budget within forty-five (45) days after the Project Administrator presents it to the Committee, then the Project Administrator shall set the Construction Budget which does not exceed the Bidding Budget and which shall be deemed approved by the Committee by default. If the Project Administrator receives no qualified bids at or below the Bidding Budget(s), the Project Administrator shall notify the Committee of the same and then the Committee must vote to either accept a bid or reject all the bids. The Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to vote to either accept a bid or reject all the bids. If the Committee decides to accept a bid, the Committee will also approve a new Bidding Budget. The Project Administrator will then accept the bid. The Committee will approve a Construction Budget or Budgets for Phase 3 of the TCR/SJR Project. If the Committee decides to reject all the bids, then the Committee will decide whether to proceed again with this phase and, if

the decision is to proceed, the process used to proceed with Phase 3 of the TCR/SJR Project will follow the process described in this section. If the Committee fails to either accept a bid or reject all the bids within forty-five (45) days of the Project Administrator's notice on the bids, then the Project Administrator shall either accept a bid or reject all the bids and decide whether to proceed again with this phase. If the Project Administrator accepts a bid, then the Project Administrator shall set a new Bidding Budget and Construction Budget or Budgets consistent with the accepted bid.

6.9.10 After the acceptance of bids and establishment of the Construction Budget(s) for Phase 3 of the TCR/SJR Project, the Project Administrator will proceed with construction of Phase 3 of the TCR/SJR Project. The Project Administrator will make all decisions regarding the construction of Phase 3 of the TCR/SJR Project, so long as such decisions do not constitute a Substantial Deviation. The Project Administrator will update the Committee, at a frequency established by the Committee, as to the status of construction. During construction, the Project Administrator must submit any change order(s) to the Committee for approval that individually or cumulatively are projected to result in an exceedance of the Construction Budget. Similarly, the Project Administrator must submit any Substantial Deviation(s) to the Committee for approval. The Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to vote to review and approve any change order(s) or Substantial Deviations. If the Committee does not meet and take action on the change order(s) or Substantial Deviation(s) within forty-five (45) days after submission by the Project Administrator, then the change order(s) or Substantial Deviation(s) shall be deemed approved by the Committee by default.

PHASE 4 – COMPLETION OF THE TCR/SJR PROJECT

6.10 Completion of the TCR/SJR Project. The fourth phase of the TCR/SJR Project involves constructing any remaining facilities that have not been constructed as part of Phases 2 or 3 in order to complete the TCR/SJR Project including, but not limited to, constructing additional surface water treatment capacity, constructing an intake structure(s) on the SJR, constructing a Raw Water transmission line(s) from the SJR to TCR, a discharge structure into TCR, and possibly constructing a new or modified intake structure on TCR, and any appurtenant or associated facilities. This phase involves the implementation of the Raw Water System(s), and potentially the implementation of a Phase 4 Dyal Treatment System, and/or Phase 4 Non-Dyal Treatment Systems.

6.10.1 The decision to implement Phase 4 will be made either by Committee decision or Water Supplier's request as specified herein. To initiate the Committee's consideration of whether to implement this phase, one or more Water Supplier(s) may request, in writing, to the other Water Suppliers that the Committee decide to implement this phase due to that Water Supplier's or Water Suppliers' need for additional Raw Water or Finished Water and the deadline when the additional water is needed. Such request must specify the quantity, quality, pressure, delivery point, timing and duration for which water will be required by the requesting Water Supplier(s), and must allow for at least five (5) years before the requested water delivery must occur. If the Committee fails to take action within sixty (60) days of receipt of the Water Supplier's or Water Suppliers' written request, or the Committee decides not to implement this phase in response to the request of one or more Water Suppliers, then one or more other Water Suppliers may offer to sell water to the requesting Water Supplier(s) according to the terms of that Water Supplier's or Water Suppliers' written request. Any offer by one or more of the other Water Suppliers to sell water to the

requesting Water Supplier(s) shall be made in writing and delivered to the requesting Water Supplier(s) not later than ninety (90) days after receiving the Water Supplier's or Water Suppliers' written request. If one or more offer(s) to sell water is acceptable to a requesting Water Supplier(s), then the sale and purchase of that water shall be governed by a separate water supply contract between the offering and requesting Water Supplier(s). If the requesting Water Supplier(s) contracts with one or more other Water Suppliers for the requested water, then that Water Supplier's or Water Suppliers' request for water from the TCR/SJR Project shall be deemed withdrawn. If within ninety (90) days of the request, none of the other Water Suppliers submits a written offer to satisfy the Water Supplier's or Water Suppliers' written request for water, then the approval to implement this phase is deemed to have occurred and this phase will be implemented to meet the needs and deadline (or sooner if deemed practicable by the Committee) in the Water Supplier's or Water Suppliers' written request; and the costs of implementation will be borne by the Water Suppliers as provided in the Wholesale Water Supply Contract.

6.10.2 Cocoa will be the Project Administrator for the Raw Water System required for Phase 4. Cocoa will be the only Raw Water supplier for public water supply as part of Phase 4 of the TCR/SJR Water Supply Project (beyond the 24 MGD of Finished Water to be treated and transmitted by Cocoa to the other Water Suppliers, which includes Cocoa's present 8.83 MGD permitted allocation). The Committee shall vote on decisions related to the implementation of the Raw Water System portion of Phase 4 of the TCR/SJR Project, as described in this section.

6.10.3 No later than ninety (90) days after the implementation of Phase 4, the Committee will meet and decide by Consensus to build a Phase 4 Dyal

Treatment System, a Phase 4 Non-Dyal Treatment System(s), or both. If the Committee is unable to make this decision by Consensus within ninety (90) days from the implementation of Phase 4, then the Water Suppliers shall select one or more of the following three options, and shall provide written notice of their selection to the other Water Suppliers within 120 days from the implementation of Phase 4.

6.10.3.1 Phase 4 Dyal Treatment System (Option 1). Under this option, Cocoa, as the Phase 4 Dyal Treatment Project Administrator, will implement the Phase 4 Dyal Treatment System required to produce and deliver Finished Water to the Pipeline Administrator(s) at the Dyal POC(s) under Phase 4, if less than all the Water Suppliers are participating in Option 1. Under this option, if all Water Suppliers select to have Cocoa provide Finished Water under Phase 4, Cocoa, as Project Administrator, shall implement the Phase 4 Dyal Treatment Systems required to deliver Finished Water to the Pipeline Administrator(s). The Pipeline Administrator(s) shall be responsible for delivering Finished Water from the Dyal POC(s) to the Delivery Points in accordance with the terms of the TCR/SJR Transmission Line Agreement. If less than all of the Water Suppliers select Option 1, then the Water Suppliers selecting Option 1 will form a Phase 4 Dyal Treatment Committee. If all of the Water Suppliers select Option 1, then the Phase 4 Dyal Treatment System shall be governed by the Committee. If both Options 1 and 2 are selected, then the Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator(s) will coordinate their respective design and construction activities with each other and with the Project Administrator.

6.10.3.2 Phase 4 Non-Dyal Treatment System(s) (Option 2). Under Option 2, a Water Supplier, as Phase 4 Non-Dyal Treatment Project Administrator, will implement all or a portion of the Phase 4 Non-Dyal Treatment System(s) required to produce and deliver Finished Water to the Pipeline Administrator(s). Under this option, the Phase 4 Non-Dyal Treatment Project Administrator(s) will deliver Finished Water from the Phase 4 Non-Dyal Treatment System(s) to the Phase 4 POC(s). In addition, under this option, Cocoa will provide Raw Water to the Phase 4 Non-Dyal Treatment Project Administrator(s) at the Dyal POC(s). The Pipeline Administrator(s) shall be responsible for delivering Finished Water from the Phase 4 Treatment POC(s) to the Delivery Points in accordance with the terms of the TCR/SJR Transmission Line Agreement. The Water Suppliers selecting Option 2 will form a Phase 4 Non-Dyal Treatment Committee for each Phase 4 Non-Dyal Treatment System. Each Phase 4 Non-Dyal Treatment Committee will select a Phase 4 Non-Dyal Treatment Project Administrator. If both Options 1 and 2 are selected, then the Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator(s) will coordinate their respective design and construction activities with each other and with the Project Administrator.

6.10.3.3 Raw Water (Option 3). For a Water Supplier(s) that elects to receive Raw Water in Phase 4, Raw Water shall be obtained from the Project Administrator at the Dyal POC(s). The Pipeline Administrator(s) shall be responsible for delivering Raw Water from the Dyal POC(s) to the Delivery Points in accordance with the terms of the TCR/SJR Transmission Line Agreement.

6.10.4 If Phase 4 of the TCR/SJR Project is implemented, the Project Administrator, Phase 4 Dyal Treatment Project Administrator, and the Phase 4 Non-Dyal Treatment Project Administrator(s), will procure one or more consultants to prepare one or more TCR/SJR Project PDR(s) to implement the Raw Water System, Phase 4 Dyal Treatment System, and/or the Phase 4 Non-Dyal Treatment System(s), as the case may be. The TCR/SJR Project PDR(s) shall be consistent with or incorporate, as necessary, the designs developed under the TCR/SJR Project Permitting Agreement and pertinent conditions of any Regional Permits obtained by the Water Suppliers. To assist the Project Administrator, Phase 4 Dyal Treatment Project Administrator, or the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, the following process is specified. Within forty-five (45) days of the identification of the Project Administrator, Phase 4 Dyal Treatment Plant Project Administrator or the Phase 4 Non-Dyal Treatment Plant Project Administrator(s), the Committee, Phase 4 Dyal Treatment Committee or the Phase 4 Non-Dyal Treatment Committee, as the case may be, will develop a request for qualifications for the technical consultant, which shall be consistent with the statutes, ordinances and rules governing procurement of consultants by the Project Administrator, Phase 4 Dyal Treatment Project Administrator or the Phase 4 Non-Dyal Treatment Plant Project Administrator, as the case may be. The request for qualifications shall be approved by the respective TCR/SJR Committee. If the respective TCR/SJR Committee fails to develop and approve their respective request for qualifications within this forty-five (45) day period, then the Project Administrator, or Phase 4 Dyal Treatment Project Administrator in the case of the Phase 4 Dyal Treatment Committee and the Phase 4 Non-Dyal Treatment Administrator in the case of the Phase 4 Non-Dyal Treatment Committee shall develop the

request for qualifications, which shall be deemed approved by their respective TCR/SJR Committee by default. Once the request for qualifications is approved, the Project Administrator, Phase 4 Dyal Treatment Project Administrator or the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, shall implement the procurement process according to the statutes, ordinances and rules governing procurement of consultants by them, and notify their respective TCR/SJR Committee of the outcome of the same so that their TCR/SJR Committee can select the technical consultant. Their respective TCR/SJR Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to select the technical consultant. Once a technical consultant is selected, the Project Administrator, Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator(s), as the case may be, are bound by the decision. If a TCR/SJR Committee fails to meet and to select or reject a consultant within forty-five (45) days after their respective Project Administrator, Phase 4 Dyal Treatment Administrator or Phase 4 Non-Dyal Treatment Administrator notifies them of the results of the procurement process, then the Project Administrator, Phase 4 Dyal Treatment Project Administrator or the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, shall select the consultant, which shall be deemed approved by their TCR/SJR Committee by default. Once the technical consultant is selected, the Project Administrator, Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, shall procure and contract with their selected technical consultants to prepare the TCR/SJR Project PDR(s), as described above.

- 6.10.5 The Project Administrator, Phase 4 Dial Treatment Project Administrator and the Phase 4 Non-Dial Treatment Project Administrator, as the case may be, working with their selected consultant, shall prepare the consultant's scope of services and budget for development of the TCR/SJR Project PDR(s) and present the same to their TCR/SJR Committee for review and approval. The TCR/SJR Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to review and approve the selected consultant's scope of services and budget for development of the TCR/SJR Project PDR(s) and any subsequent changes to the consultant's scope of services and budget. If one of these TCR/SJR Committees, as the case may be, fails to meet and take action on the selected consultant's scope of services and budget for development of the TCR/SJR Project PDR(s), or any changes thereto, within forty-five (45) days of the date their respective Project Administrator, Phase 4 Dial Treatment Project Administrator or Phase 4 Non-Dial Treatment Project Administrator, as the case may be, presents it to its TCR/SJR Committee, then it shall be deemed approved by the respective TCR/SJR Committee by default.
- 6.10.6 The selected consultant(s) will coordinate with the respective TCR/SJR Committee regarding development of the TCR/SJR Project PDR(s), as provided in Section 4. These TCR/SJR Committees will review and provide comments on draft documents developed in support of the TCR/SJR Project PDR(s) by their selected consultant(s).
- 6.10.7 Once the consultant(s) has prepared the TCR/SJR Project PDR(s), the Project Administrator, Phase 4 Dial Treatment Project Administrator and the Phase 4 Non-Dial Treatment Project Administrator, as the case may be, will present the same to their respective TCR/SJR Committee for approval. Their TCR/SJR Committee will meet within forty-five (45)

days at either a regularly scheduled or special meeting to consider the same and, upon approval, shall constitute the approved TCR/SJR Project PDR(s) and Design Budget(s) for Phase 4 of the TCR/SJR Project. If a TCR/SJR Committee fails to meet and take action on their respective TCR/SJR Project PDR(s) and Design Budget(s), within ninety (90) days after their Project Administrator, Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, presents it to them, then it shall be deemed approved by the respective TCR/SJR Committee by default.

- 6.10.8 After a TCR/SJR Committee approval of the TCR/SJR Project PDR(s) and Design Budget(s) for Phase 4 of the TCR/SJR Project, the Project Administrator, Phase 4 Dyal Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, will procure one or more consultants, as provided in Section 5, to prepare a final design(s) for Phase 4 of the TCR/SJR Project based upon the approved TCR/SJR Project PDR(s). Working with the selected consultant, the Project Administrator, Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, will prepare the consultant's scope of services and budget to develop the final design and present the same to their TCR/SJR Committee for review and approval. Their TCR/SJR Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to review and approve the selected consultant's scope of services and budget for development of the final design and any subsequent changes to the consultant's scope of services and budget. If the TCR/SJR Committee fails to take action on the selected consultant's scope of services and budget for development of the TCR/SJR Project PDR(s), or any changes thereto, within forty-five (45) days after the Project Administrator, Phase 4 Dyal Project Administrator or Phase 4 Non-Dyal

Treatment Project Administrator, as the case may be, presents it to them, then it shall be deemed approved by the respective TCR Committee by default.

- 6.10.9 The Project Administrator, Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, will manage the preparation of the final design(s) of the facilities needed for this phase. The final design(s) must be based upon the approved TCR/SJR Project PDR(s). The Project Administrator, Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, will inform their respective TCR/SJR Committee, when the final design(s) draft reaches the 60% and 90% completion intervals and whether the final design(s) contains any Substantial Deviation from the TCR/SJR Project PDR(s). Any Substantial Deviation in the final design(s) from the TCR/SJR Project PDR(s) or Design Budget must be submitted by the Project Administrator, Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, to their respective TCR/SJR Committee for review and approval. Their TCR/SJR Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to review and approve any Substantial Deviation in the final design(s) from the TCR/SJR Project PDR(s) or Design Budget. If a TCR/SJR Committee fails to meet and take action on the Substantial Deviation within forty-five (45) days after their Project Administrator, Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, presents it to them, then it shall be deemed approved by the respective TCR/SJR Committee by default.

- 6.10.10 Upon completion of the consultant's proposed final design(s), the Project Administrator, Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, will present the same to their TCR/SJR Committee for approval. Their TCR/SJR Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to consider the same, direct changes needed, if any, and shall approve the final design along with the Bidding Budget for Phase 4 of the TCR/SJR Product. If their TCR/SJR Committee fails to meet and take action on their final design and Bidding Budget within ninety (90) days after their Project Administrator, Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, presents it to them, then it shall be deemed approved by the respective TCR/SJR Committee by default.
- 6.10.11 After the TCR/SJR Committee approves their respective final design(s) and Bidding Budget(s) for Phase 4 of the TCR/SJR Project, their Project Administrator, Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, will procure bids from contractors to construct Phase 4 of the TCR/SJR Project according to the statutes, ordinances and rules governing procurement of consultants by them. If there are one or more qualified bidders at or below the Bidding Budget(s) approved by their respective TCR/SJR Committee, the Project Administrator, Phase 4 Dyal Treatment Project Administrator or the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, will select the best qualified bidder and accept the bid. The Project Administrator, Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, will then each prepare a Construction Budget and present it to their respective TCR/SJR

Committee. Their TCR/SJR Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to approve their respective Construction Budget. If a TCR/SJR Committee fails to meet and take action on its respective Construction Budget within forty-five (45) days after their Project Administrator, Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, presents it, then they shall set the Construction Budget but which shall not exceed the Bidding Budget. If the Project Administrator, Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, does not receive qualified bids at or below the Bidding Budget(s), they will notify their TCR/SJR Committee of the same, and then the TCR/SJR Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to vote to either accept a bid or reject all the bids. If a TCR/SJR Committee decides to accept a bid, it will also approve a new Bidding Budget. The respective Project Administrator or Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, will then accept the bid. The respective TCR/SJR Committee will approve a Construction Budget or Budgets for their portion of Phase 4 of the TCR/SJR Project. If a TCR/SJR Committee decides to reject all the bids, then it will decide whether to proceed again with this phase and, if the decision is to proceed, the process used to proceed with either the Raw Water System, Phase 4 Dyal Treatment System or the Phase 4 Non-Dyal Treatment System, as the case may be, will follow the process described in this section. If a TCR/SJR Committee fails to either accept a bid or reject all the bids within forty-five (45) days of their Project Administrator's, Phase 4 Dyal Treatment Project Administrator's or Phase 4 Non-Dyal Treatment Project Administrator's notice, then the

affected Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, shall either accept a bid or reject all the bids and decide whether to proceed again with this phase. If it accepts a bid, then the affected Project Administrator, Phase 4 Dyal Treatment Project Administrator or the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, shall set a new Bidding Budget and Construction Budget or Budgets consistent with the accepted bid.

- 6.10.12 After the acceptance of bids and establishment of the Construction Budget(s) for Phase 4 of the TCR/SJR Project, the Project Administrator, Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator will proceed with construction of the Raw Water System, Phase 4 Dyal Treatment System and the Phase 4 Non-Dyal Treatment System, as the case may be. The Project Administrator will make all decisions regarding the Raw Water System, the Phase 4 Dyal Treatment Project Administrator will make all decisions regarding the construction of the Phase 4 Dyal Treatment System, and the Phase 4 Non-Dyal Treatment Project Administrator will make all decisions regarding the construction of the Phase 4 Non-Dyal Treatment System, as the case may be, so long as such decisions do not constitute a Substantial Deviation. The Project Administrator, Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, will update their respective TCR/SJR Committee, at a frequency established by their TCR/SJR Committee, as to the status of construction. During construction, the Project Administrator, Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, must submit any change order(s) to their respective TCR/SJR Committee for approval that individually or

cumulatively are projected to result in an exceedance of the Construction Budget. Similarly, the Project Administrator, Phase 4 Dyal Treatment Project Administrator and Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, must submit any Substantial Deviation(s) to their respective TCR/SJR Committee for approval. If their respective TCR/SJR Committee does not take action on the change order(s) or Substantial Deviation(s) within forty-five (45) days of the submission to them, then the change order(s) or Substantial Deviation(s) shall be deemed approved by their TCR/SJR Committee by default.

6.11 Use of Alternative Project Delivery Mechanisms. The TCR/SJR Committees may each decide to use alternative project delivery mechanisms such as “design/build” or “construction management at risk” in place of the separate design and construction mechanisms specified for Phases 3 and 4 of the TCR/SJR Project subject to governance by those committees. Use of an alternative project delivery mechanism may require the amendment of this Agreement.

6.12 ECFS’ Withdrawal of 8 MGD of TCR Water for Agricultural Purposes. ECFS may withdraw and use up to 8 MGD annual average of water from TCR for agricultural purposes. ECFS may apply for and obtain one or more CUPs from the SJRWMD authorizing up to 8 MGD annual average withdrawal from TCR for agricultural purposes at ECFS’ sole expense. The other Water Suppliers will not join in these CUP applications nor attempt to become co-permittees to these CUPs. ECFS will solely finance, design, construct, own, operate and maintain the necessary facilities to accomplish this 8 MGD annual average agricultural withdrawal from TCR. If ECFS withdraws from this Agreement pursuant to Section 10, the terms and conditions of this Section 13 shall survive the withdrawal and shall continue to apply.

6.12.1 The Water Suppliers and ECFS agree not to design or operate the TCR/SJR Project in a manner that would adversely impact each other’s

permitted withdrawals from TCR. ECFS agrees not to design or operate these facilities in a manner that would adversely impact or interfere with Cocoa's ability to withdraw up to 8.83 MGD annual average of water from TCR pursuant to Cocoa's existing CUP No. 2-095-50245-8 granted in furtherance of the 1993 Settlement Agreement.

6.12.2 If ECFS decides to convert the use of all or a portion of this 8 MGD annual average to public water supply, ECFS shall purchase the converted quantity of water from Cocoa or from another Water Supplier implementing Phase 4 of the TCR/SJR Project in a manner similar to ECFS' public water supply allotment or the Joint ECFS/TWA allotment for Osceola County described in Section 7. The Parties shall modify or amend the Wholesale Water Supply Contract and this Agreement to reflect this conversion, and the Committee (including ECFS's representative), by Consensus, may re-evaluate the plans, tools or protocols developed under Section 6.3 of this Agreement. At the Committee's direction, ECFS shall also modify its CUP or CUPs to reduce or eliminate all or a portion of the 8 MGD annual average being converted, or to convert its CUP or CUPs from agricultural to public water supply use. If the Committee decides to modify the Regional Permits to incorporate some or all of the converted 8 MGD annual average, ECFS shall work with the other Water Suppliers at the Committee's direction, and at a time and in a manner of the Committee's choosing, to correspondingly increase the ability to withdraw additional water for public supply purposes from the TCR pursuant to the Regional Permits.

6.12.3 If ECFS decides to convert the use of all or a portion of this 8 MGD to some use other than agriculture or public supply, ECFS shall send written notice of the conversion to the Committee. ECFS' written notice must explain (a) the quantity of water being converted, (b) the new use for the water, (c) how the conversion will not adversely impact the yield, cost or

ability to withdraw water from TCR for public water supply purposes in a manner that exceeds the impacts resulting from the existing agricultural use, and (d) if necessary, any amended plans, tools and protocols to ensure that the conversion will not adversely impact the yield, cost or ability to withdraw water from TCR for public water supply purposes in a manner that exceeds the impacts resulting from the existing agricultural use. No later than ninety (90) days after receipt of this notice, the Committee, minus ECFS's representative, acting through the Committee Chair and acting according to the standard protocol of Section 4.1.5 of this Agreement, shall respond in writing to ECFS stating whether the Committee disagrees with ECFS' conclusion that the conversion will not adversely impact the yield, cost or ability to withdraw water for public supply purposes in a manner that exceeds the impacts resulting from the existing agricultural use. If the Committee indicates disagreement, the Committee's response must indicate the basis for the disagreement, and the actions ECFS can undertake to address the Committee's disagreement. If the Committee does not respond within ninety (90) days, it shall be deemed that the Committee has no disagreement with ECFS' notice. If the Committee notifies ECFS of its disagreement, ECFS shall within sixty (60) days, notify the Committee in writing whether ECFS will revise its conversion to address the basis for the Committee's disagreement. If ECFS's notice states that ECFS will revise the conversion, ECFS' notice shall also describe the specific actions ECFS will undertake. If ECFS' notice states that it will not revise its conversion, then ECFS and the Committee will follow the process set forth in Section 4.1.5.5 and 4.1.5.6 for selecting engineers and employing a Reviewing Engineer to resolve the disagreement (with references to Cocoa being switched to ECFS), and the Reviewing Engineer shall issue a final written report indicating whether ECFS' proposed conversion will adversely impact the yield, cost

or ability to withdraw water for public water supply purposes in a manner that exceeds the impacts resulting from the existing agricultural use and, if such adverse impact will occur, the actions ECFS must undertake to eliminate the adverse impact. If ECFS desires to continue with the conversion, it must undertake any actions outlined in the Reviewing Engineer's final written report unless ECFS and the Committee agree otherwise by Consensus. After the completion of this process, ECFS may proceed to modify its existing CUPs or obtain new CUPs to authorize this conversion. The other Water Suppliers shall not join in these CUP applications or attempt to become co-permittees of these CUPs. The other Water Suppliers shall also not oppose these CUPs so long as the total water quantity allocated through all of the CUPs issued to ECFS to withdraw water from TCR does not exceed 8 MGD on an annual average basis (not counting ECFS's allocation as co-permittee on any Regional Permit).

- 6.12.4 After ECFS converts the use of all or a portion of this 8 MGD to some use other than agriculture or public supply, the Committee, minus ECFS's representative, may propose that ECFS modify its use and/or an amendment to the plans, tools and protocols in the event that the converted use adversely impacts the yield, cost or ability to withdraw water from TCR for public water supply purposes in a manner that exceeds the impacts resulting from the existing agricultural use. The Committee shall send written notice to ECFS, which must explain (a) how the conversion adversely impacts the yield, cost or ability to withdraw water from TCR for public water supply purposes in a manner that exceeds the impacts resulting from the existing agricultural use, and (b) describe how ECFS should modify its converted use or provide for amended plans, tools and protocols to ensure that the converted use will not adversely impact the yield, cost or ability to withdraw water from TCR

for public water supply purposes in a manner that exceeds the impacts resulting from the existing agricultural use. ECFS shall have ninety (90) days to respond to the notice. No later than ninety (90) days after receipt of this notice, ECFS shall respond in writing to the Committee stating whether ECFS disagrees with the Committee's conclusion that the conversion adversely impacts the yield, cost or ability to withdraw water for public supply purposes in a manner that exceeds the impacts resulting from the existing agricultural use. If ECFS indicates disagreement, ECFS's response must indicate the basis for the disagreement. If ECFS does not respond within ninety (90) days, it shall be deemed that ECFS has no disagreement with the Committee's notice. If the ECFS notifies the Committee of its disagreement, the Committee shall within sixty (60) days, notify ECFS in writing whether the Committee will revise its proposed amendment to the plans, tools and protocols to address the basis for ECFS's disagreement, and shall also describe the specific revisions. If the Committee's notice states that it will not revise its proposed amendment to the plans, tools and protocols, then ECFS and the Committee will follow the process set forth in Sections 4.1.5.5 and 4.1.5.6 for selecting engineers and employing a Reviewing Engineer to resolve the disagreement (with references to Cocoa being switched to ECFS), and the Reviewing Engineer shall issue a final written report indicating whether ECFS's converted use adversely impacts the yield, cost or ability to withdraw water for public water supply purposes in a manner that exceeds the impacts resulting from the existing agricultural use and, if such adverse impact will occur, the actions ECFS must undertake to eliminate the adverse impact and the corresponding amendments to the plans, tools and protocols. If ECFS desires to continue with its converted use, it must undertake any actions outlined in the Reviewing Engineer's

final written report unless ECFS and the Committee agree otherwise by Consensus.

6.12.5 ECFS and the Committee may agree to modify any of the time periods set forth in Section 6.12.3 or 6.12.4 above.

6.12.6 In the event ECFS abandons all or part of its 8 MGD annual average use by water from TCR for agricultural purposes, the portion of this water use abandoned by ECFS shall become a part of the public water supply portion of the TCR/SJR Project and available for use as determined by Consensus of the Water Suppliers. As used in this paragraph, the term "abandon" means ECFS entering into a written document indicating its intent to permanently cease use of some or all of its 8 MGD annual average water use, and does not include any document regarding assignment of that use, or CUPs for that use, to one or more other entities; cessation of that use for a period of time; conversion of some or all of that use to a purpose other than agriculture; or the temporary or permanent cessation of that use in exchange or as part of a regulatory approval to initiate or increase another water use.

6.13 **Project Environmental Permits.** During Phase 1, all Regional Permit related expenses incurred by a Project Administrator pursuant to Section 5.2 of this Agreement, shall be funded in accordance with the TCR/SJR Project Permitting Agreement. After Phase 1, all Environmental Permit related expenses incurred by a TCR/SJR Project Administrator pursuant to Section 5.2 of this Agreement, shall be funded in accordance with the Wholesale Water Supply Contract. All Environmental Permits associated with a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project shall be funded in accordance with the TCR/SJR Transmission Line Agreement.

6.14 **Project Operations and Maintenance** On a schedule established by each TCR/SJR Committee, the respective TCR/SJR Project Administrator will inform its respective TCR/SJR Committee about the operation of the new water facilities

under their supervision, including operational issues. The TCR/SJR Project Administrators shall at all times operate and maintain their portion of the TCR/SJR Project facilities in accordance with Prudent Utility Practices. The TCR/SJR Project Administrators shall provide sufficient personnel, with appropriate experience to undertake all regulatory requirements, including, but not limited to those imposed by the United States Environmental Protection Agency, the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, the Florida Department of Health and the SJRWMD with regards to their portion of the TCR/SJR Project facilities. If new regulatory requirements necessitate capital improvements, the TCR/SJR Project Administrators shall take all necessary actions in conjunction with their respective TCR/SJR Committees to accomplish the same with regards to their portion of the TCR/SJR Project facilities. The TCR/SJR Project Administrators shall be responsible for all regulatory violations, including compliance costs or penalties assessed for same, which arise out of or are solely created through (1) material errors or omissions by its personnel or agents in the day-to-day operations of their portion of the TCR/SJR Project facilities; or, (2) the failure of a TCR/SJR Project Administrator to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or Environmental Permit. The TCR/SJR Project Administrators shall maintain adequate catastrophic insurance on their portion TCR/SJR Project facilities on such terms and amounts as established by each TCR/SJR Project Administrator.

- 6.15 **Abandonment and Removal.** In the event of TCR/SJR Project Failure, any expenses incurred by a TCR/SJR Project Administrator pursuant to this Agreement related to the abandonment or removal of their portion of the TCR/SJR Project facilities (other than those facilities used by Cocoa to serve its customers), shall be funded by the participating Parties in proportion to each

participating Party's capacity in their portion of the TCR/SJR Project associated with the abandonment or removal expenses.

7. TCR WATER QUANTITY ALLOTMENTS.

7.1 As of the date of this Agreement, the Regional Permits have not been issued for the public water supply portion of the TCR/SJR Project, and thus, the Parties estimated the potential yield of the TCR/SJR Project using the best available surface water modeling information in consultation with SJRWMD staff. The Parties agree to allot water from the TCR/SJR Project based on two different potential scenarios. If the public water supply portion of the TCR/SJR Project is permitted to produce an annual average of 23.67 MGD and ECFS receives one or more CUPs authorizing the withdrawal of 8 MGD annual average from TCR, each Water Supplier's allotment is as set forth in Table 7.1 below.

Table 7.1

PARTIES' ALLOTMENT OF TCR/SJR PROJECT WATER AT 31.67 MGD TOTAL YIELD AND AUTHORIZATION		
<i>Note: The allotments below represent long-term annual average Finished Water and Raw Water rates delivered from the TCR/SJR Project. The allocation sought through Regional Permits and infrastructure capacity required to produce these allotments may be greater than listed.</i>		
<i>Party Name</i>	<i>General Purpose of Allotment</i>	<i>Quantity of Water Allotted (MGD)</i>
ECFS	Agriculture Irrigation	8
ECFS/TWA*	Public Supply	6.5
OCU	Public Supply	10
OUC	Public Supply	5
Cocoa	Public Supply	2.17

*For all other purposes under this Agreement, 5.0 MGD is allotted to ECFS and 1.5 MGD is allotted to TWA.

If the Regional Permits for the public water supply portion of the TCR/SJR Project authorizes the withdrawal and use of 33.67 MGD annual average and ECFS receives one or more CUPs authorizing the withdrawal of 8 MGD annual average from TCR, each Water Supplier's allotment is as set forth in Table 7.2 below

Table 7.2

PARTIES' ALLOTMENT OF TCR/SJR PROJECT WATER AT 41.67 MGD YIELD AND AUTHORIZATION		
<i>Note: The allotments below represent long-term annual average Finished Water and Raw Water rates delivered from the TCR/SJR Project. The allocation sought through Regional Permits and infrastructure capacity required to produce these allotments may be greater than listed.</i>		
<i>Party Name</i>	<i>General Purpose of Allotment</i>	<i>Quantity of Water Allotted (MGD)</i>
ECFS	Agriculture Irrigation	8
ECFS/TWA*	Public Supply	6.5
OCU	Public Supply	15
ECFS**	Public Supply	5
OUC	Public Supply	5
Cocoa	Public Supply	2.17

*For all other purposes under this Agreement, 5.0 MGD annual average is allotted to ECFS and 1.5 MGD annual average is allotted to TWA. Thus, ECFS' total public water supply allotment is 10 MGD annual average.

** Any portion of this water that is used in Osceola County shall be considered to be a joint ECFS/TWA allotment.

If the public water supply portion of the TCR/SJR Project is permitted for more than 23.67 MGD annual average, but less than 33.67 MGD annual average, then the quantity between 23.67 and 33.67 MGD annual average will be allotted to OCU and ECFS with each party receiving fifty (50) percent of this quantity. The quantity between 23.67 and 33.67 MGD annual average is considered a part of the public water supply portion of the TCR/SJR Project and not a separate water supply project.

- 7.2 The allotment of water each Water Supplier shall receive for Phases 3 and 4 of the TCR/SJR Project described in Section 6 of the Agreement shall be the pro rata share of that Water Supplier's allotment set forth above in Section 7.1 for the total public water supply allocation permitted by the SJRWMD, or as otherwise agreed to by the Water Suppliers by Consensus only.

- 7.3 If the Regional Permits for the public water supply portion of the TCR/SJR Project authorize the use of 23.67 MGD annual average, but the TCR/SJR Project actually yields during its long term operation a quantity of less than 23.67 MGD annual average, the Water Suppliers will convene to discuss any changes to the TCR/SJR Project and any required changes this the Agreement to increase the TCR/SJR Project yield.
- 7.4 ECFS will not seek authorization to withdraw and use, nor attempt to withdraw or use, a quantity of water from TCR greater than a total of 8 MGD annual average for either agricultural purposes or such other uses that the water for agricultural purposes may be converted to pursuant to Section 6.12 unless pursuant to an amendment of this Agreement.
- 7.5 As of the Effective Date, the SJRWMD has issued Cocoa CUP No. 2-095-50245-8 authorizing Cocoa to withdraw and use up to 8.83 MGD annual average from TCR. Cocoa owns, operates and maintains all facilities needed to withdraw this up to 8.83 MGD annual average from the TCR. The Parties acknowledge and agree that Cocoa CUP No. 2-095-50245-8 constitutes a presently existing legal use of water and therefore, Cocoa is not required to amend or modify CUP No. 2-095-50245-8 as part of the implementation of the TCR/SJR Project. Cocoa's withdrawal and use of water from TCR pursuant to the authorization provided by CUP No. 2-095-50245-8 is not considered a part of the TCR/SJR Project. The other Parties will respect and recognize Cocoa's right to use water from TCR pursuant to this CUP, and will take no action in implementing the TCR/SJR Project that interferes with or adversely affect Cocoa's right under CUP No. 2-095-50245-8. CUP No. 2-095-50245-8 shall take priority over any future permits to withdraw water from TCR which may be issued in furtherance of this Agreement and the TCR/SJR Project so long as the conditions on withdrawals and the allocation of water granted under CUP 2-095-50245-8 in existence on the Effective Date do not change unless pursuant to an amendment to this Agreement. Cocoa may seek to renew or modify CUP No. 2-095-50245-8 so long

as Cocoa does not seek to increase its permitted allocation from TCR above the currently permitted 8.83 MGD annual average, or make other changes to CUP No. 2-095-50245-8 that would adversely affect the yield of the TCR/SJR Project or ECFS.

- 7.6 It is understood by the TCR Water Suppliers that as part of obtaining the Regional Permits for the TCR/SJR Water Supply Project it is necessary to show that the additional water withdrawn from TCR for the TCR/SJR Water Supply Project will not interfere with the above referenced presently permitted usage of the TCR by Cocoa. The Water Suppliers agree not to seek the Regional Permits necessary to implement the TCR/SJR Water Supply Project in any way that would undermine Cocoa's present non-interference rights for its usage of the TCR. Accordingly, as part of any permit application, data submission or hearing of any kind for the implementation of the TCR/SJR Water Supply Project, the TCR Water Suppliers will only present data demonstrating that there will be non-interference with Cocoa's present usage rights of the TCR based on the following additional two conditions being present: (a) the TCR/SJR Water Supply Project levee improvements planned by the SJRWMD are completed; and (b) a new regulation schedule based on the TCR Levee improvements is approved by the U.S. Army Corps of Engineers. This provision is premised upon the continued existence of this Agreement and other agreements being in effect, and these agreements providing other non-interference protections to Cocoa such as mitigating TCR water quality/degradation impacts from the addition of TCR waters, protocols, and prioritization of Cocoa's existing 8.83 MGD CUP No. 2-095-50245-8. With respect to the Water Suppliers only, Cocoa agrees that any Regional Permits that are obtained by the Water Suppliers under the TCR/SJR Project Permitting Agreement will not interfere with Cocoa's presently permitted usage of the TCR by Cocoa under CUP No. 2-095-50245-8. If there is a Project Failure after issuance of the Regional Permits, the Water Suppliers agree that such Regional Permits shall not constitute any type of legal precedent that the

withdrawal of water from TCR will not adversely impact Cocoa's existing legal user rights under CUP No. 2-095-50245-8. The parties further agree that no third parties may rely upon this Agreement, the TCR/SJR Project Permitting Agreement, or the issuance of any Regional Permits as legal precedent that the withdrawal of water from TCR will not adversely impact Cocoa's existing legal user rights under CUP No. 2-095-50245-8.

- 7.7 Each Party will respect every other Party's TCR/SJR Project water allotment and will not do anything to impede any other Water Supplier's ability to permit or use their respective TCR/SJR Project water allotment.

8. TCR/SJR PROJECT REAL PROPERTY RIGHTS AND COMPENSATION FOR SAME

- 8.1 **Grant of Public Water Supply Storage Easement to Cocoa in Trust.** Within thirty (30) days after execution of this Agreement, FRI will convey to Cocoa the TCR/SJR Easement in Trust. Cocoa will hold the TCR/SJR Easement in Trust for the benefit of the other Water Suppliers, using the trust agreement form specified in the TCR/SJR Project Land Trust Agreement. The real property interest required to meet the public water supply needs of the Water Suppliers from the TCR/SJR Project is met by the TCR/SJR Easement in Trust. In the event of a TCR/SJR Project Failure, the SJRWMD and Cocoa shall have twenty (20) years from the date of that TCR/SJR Project Failure to locate other parties to develop the TCR/SJR Project pursuant to the terms of the TCR/SJR Easement in Trust and the other TCR/SJR Project Agreements [as specified in the TCR/SJR Easement in Trust and accompanying TCR/SJR Project Land Trust Agreement]. In the event additional or substitute lands are needed for the intake or outfall structures easement portion of Exhibit B to the TCR/SJR Easement in Trust, Cocoa acting as Project Administrator may acquire an option and/or easement for such intake or outfall structures pursuant to Section 8.5 of this Agreement.

8.2 Annual Payment to FRI for Use of Land Beneath TCR.

8.2.1 FRI owns in fee simple the land located below the TCR maximum standing pool elevation established by the U.S. Army Corps of Engineers for TCR to allow TCR to be used for public water supply. To allow the flowage, storage and withdraw of water on FRI's lands for public water supply purposes associated with the TCR/SJR Project, FRI will grant to Cocoa the above referenced TCR/SJR Easement in Trust. To compensate FRI for granting the TCR/SJR Easement in Trust, beginning on the date specified below, Cocoa agrees to pay FRI the Annual Storage Fee Payment. Beginning on January 1 of the next calendar year after the year this Agreement is executed and on January 1 of every subsequent year, the TCR Per Acre Amount shall adjust annually with the Gross Domestic Product Implicit Price Deflator Index (GDPIPD) prepared by the U.S. Department of Commerce; provided that the maximum per annum escalation shall not exceed four (4%) percent. This GDPIPD adjustment shall apply to the time period occurring prior to Cocoa making the first annual fee payment to FRI. If at any time the GDPIPD no longer becomes available, the TCR Per Acre Amount shall then be adjusted annually by a successor index, if available, or if not available then by another index that most closely approximates the GDPIPD. The adjustment of the TCR Per Acre Amount is independent of any adjustments made for storage fee payments by Cocoa under the 1993 Settlement Agreement.

8.2.2 Cocoa must make the first Annual Storage Fee Payment to FRI by 5:00 p.m. on January 1st of the year following the year Cocoa begins selling water to one or more of the other Water Suppliers under the Wholesale Water Supply Contract. Cocoa's first Annual Storage Fee Payment shall be prorated in proportion to the percentage number of days remaining in the year on the first date when Cocoa is selling water to one or more of the other Water Suppliers. Thereafter, Cocoa shall transmit each Annual

Storage Fee Payment to FRI on January 1 of the following calendar year. The payment must be made by wire transfer or direct deposit to an account FRI specifies in writing.

- 8.2.3 To calculate the Annual Storage Fee Payment, FRI will determine from the Corps the then existing TCR maximum standing pool elevation, determine the acreage located below the TCR maximum standing pool elevation using the best available topographic information, multiply that acreage by the then existing TCR Per Acre Amount to derive the Annual Storage Fee Payment Cocoa must pay for that year, and notify the Water Suppliers in writing by May 1st of each calendar year. The Water Suppliers then have forty-five (45) days to notify FRI in writing if they disagree with FRI's determination of the Annual Storage Fee Payment for that year. If no Water Supplier notifies FRI of a disagreement with the Annual Storage Fee Payment within this 45 day time period, Cocoa shall pay that amount. If one or more Water Suppliers notifies FRI they disagree with the Annual Storage Fee Payment, that Water Supplier's notice must specifically state why the Annual Storage Fee Payment is incorrect and set forth the Annual Storage Fee Payment that Water Supplier believes to be correct along with data and analysis supporting the same. In such case, within the next thirty (30) days, representatives from FRI and the Water Suppliers shall confer and attempt to resolve the dispute over the Annual Storage Fee Payment. If the Parties cannot resolve the Annual Storage Fee Payment dispute within this 30 day period, and do not agree to extend the 30 day period, then FRI's determination will prevail and Cocoa shall pay this amount, which Cocoa may indicate is made under protest. If payment is made under protest, then the Water Suppliers shall have the dispute resolved by having the acreage located below the then existing TCR maximum standing pool elevation determined by a surveyor and mapper, licensed in the State of Florida, of their choosing and at their

expense. The amount paid under protest shall then be adjusted based upon the determination by the surveyor and mapper, and the difference shall be paid by Cocoa or refunded by FRI, as appropriate, in a timely manner.

- 8.2.4 The Water Suppliers will pay the Annual Storage Fee Payment as specified in the Wholesale Water Supply Contract. ECFS will pay its share of the Annual Storage Fee Payment based on ECFS' share of the TCR/SJR Project public water supply. ECFS shall not pay any share of the storage fee for the 8 MGD annual average allotment for agricultural purposes. If ECFS converts some or all of this 8 MGD annual average allotment for agricultural purposes to public water supply, ECFS will pay its share of the Annual Storage Fee Payment for the quantity converted to public water supply.
- 8.2.5 After the first Annual Storage Fee Payment, if there is a TCR/SJR Project Failure, the Annual Storage Fee Payment shall cease to be in effect and Cocoa shall cease to pay the Annual Storage Fee Payment. During the time period of TCR/SJR Project Failure, the Annual Storage Fee Payments do not accrue although the TCR Per Acre Amount will continue to adjust pursuant to Section 8.2.1. If the SJRWMD and Cocoa locate substitute parties who begin receiving water from the TCR/SJR Project, the Annual Storage Fee Payment will resume effect and Cocoa shall resume paying the Annual Storage Fee Payment upon resuming TCR/SJR Project water sales.
- 8.2.6 The Water Suppliers intend and desire that the TCR regulation schedule should not take effect and be implemented such that the maximum standing pool elevation is set above 43' NGVD until Phase 3 of the TCR/SJR Project.
- 8.2.7 If the Annual Storage Fee Payment is not in effect, the TCR regulation schedule must not be in effect and implemented such that the maximum

standing pool elevation is set above 43' NGVD, unless otherwise agreed to by FRI. In the event of a Project Failure, Cocoa and the other Water Suppliers will support any requests or directions by FRI, and must not interfere with or oppose FRI, Cocoa or the SJRWMD's efforts, to have the TCR regulation schedule in effect and implemented such that the maximum standing pool elevation is not set above 43' NGVD.

8.2.8 The Water Suppliers intend and desire that the TCR regulation schedule should not take effect and be implemented such that the maximum standing pool elevation is set above 46' NGVD. No Water Supplier will request a TCR regulation schedule higher than 46' NGVD maximum standing pool elevation unless agreed to by Consensus of all the Water Suppliers. If FRI requests, Cocoa and the other Water Suppliers will support any requests or directions by FRI, and must not interfere with or oppose FRI, Cocoa or the SJRWMD's efforts, to have the TCR regulation schedule in effect and implemented such that the maximum standing pool elevation is not set above 46' NGVD, unless agreed to by Consensus of all the Water Suppliers. If the U.S. Army Corps of Engineers implements a TCR regulation schedule maximum standing pool elevation higher than 46' NGVD for water supply, the Annual Storage Fee Payment will be increased based upon the Consensus decision of the Water Suppliers.

8.2.9 FRI, its successors or assigns, may assign, pledge or secure all or a part of the Annual Storage Fee Payment.

8.3 **Annual Payments Established to Settle Potential Dispute.** The Annual Storage Fee Payment set forth herein is established as a means of settling a potential dispute between the Parties involving numerous issues such as, but not limited to, potential allocation of water, cooperation in developing a regional water supply project, and property rights, and is not intended by any Party to be a statement estimation or analysis of the value of the land located beneath the

TCR or to be a statement, estimation or analysis of the value of land in the area surrounding TCR.

- 8.4 **Cocoa's Public Water Supply Usage Fee and Rights to Store Water on FRI's Land for Existing 8.83 MGD Use.** Any legal property right authorization Cocoa requires to store or flow water on FRI's lands in TCR for public water supply to meet the needs of Cocoa's existing up to 8.83 MGD annual average allocation from TCR authorized pursuant to CUP No. 2-095-50245-8, and any obligation of Cocoa to compensate FRI for such authorization shall be governed by the 1993 Settlement Agreement. Cocoa's obligation to pay FRI a fee to store or flow water in TCR for public water supply pursuant to Cocoa's allotment of the TCR/SJR Project described in Section 7 shall be governed by Section 8.2 of this Agreement.
- 8.5 **Obtaining Easements from FRI.** If easements are needed over lands owned by FRI, other than the TCR/SJR Easement in Trust referenced above or any other easement to store or flow water in TCR on FRI's land, a TCR/SJR Project Administrator or a Pipeline Administrator under the TCR/SJR Transmission Line Agreement, may acquire appropriate easements over those lands from FRI by one of the following means: (a) purchase of the easement right at fair market value based on an appraisal prepared by an appraiser selected by the TCR/SJR Project Administrator or the Pipeline Administrator, as the case may be, using an agreed upon appraisal method; or (b) obtaining an option to purchase the easement right at fair market value determined by an appraiser selected by the TCR/SJR Project Administrator or the Pipeline Administrator, as the case may be, using an agreed upon appraisal method. The TCR/SJR Project Administrator's or the Pipeline Administrator's right to acquire an easement or an option to purchase the easement right under this Section 8.5 shall not be considered an encumbrance on, or running with, any land until such time as the TCR/SJR Project Administrator or the Pipeline Administrator either (a) enters into an option contract with FRI; or (b) enters into a contract to purchase an easement with FRI. Until the occurrence of either (a) or (b), none of the land owned by FRI

shall be considered restricted in any way by the provisions of this Section 8.5, and FRI may convey, alienate, pledge, use or encumber said lands in any way without limitation even if such conveyance, alienation, pledge, use or encumbrance deprives the TCR/SJR Project Administrator or Pipeline Administrator of the opportunity to subsequently acquire an easement or easement option or impairs an easement or easement option acquired by the TCR/SJR Project Administrator or Pipeline Administrator.

8.5.1 To acquire an option under Section 8.5.1 of this Agreement, a TCR/SJR Project Administrator or a Pipeline Administrator under the TCR/SJR Transmission Line Agreement and FRI shall employ the following procedures:

8.5.1.1 The TCR/SJR Project Administrator or Pipeline Administrator shall send a proposed option contract to FRI. The TCR/SJR Project Administrator's or Pipeline Administrator's correspondence transmitting the option contract shall also explain the need for the easement to be obtained by the option. The option contract shall set forth the option price the TCR/SJR Project Administrator or the Pipeline Administrator proposes to pay FRI which shall be 10% of the fair market value of the easement interest the TCR/SJR Project Administrator or Pipeline Administrator seeks the right to acquire. The TCR/SJR Project Administrator or Pipeline Administrator shall also send FRI a copy of the appraisal upon which the TCR/SJR Project Administrator or Pipeline Administrator based the fair market value used to determine the 10% option payment.

8.5.1.2 No later than ninety (90) days after receipt of the option contract and accompanying information, FRI shall review the same and provide any comments or suggested changes on the easement documents back to the TCR/SJR Project Administrator or Pipeline

Administrator, at which point FRI and the TCR/SJR Project Administrator or Pipeline Administrator shall negotiate the terms of the option contract. If FRI has no comments or suggested changes, FRI shall sign the option contract, return the contract to the TCR/SJR Project Administrator or Pipeline Administrator to transmit the option payment to FRI.

8.5.1.3 If FRI disagrees with the fair market value established by the TCR/SJR Project Administrator's or Pipeline Administrator's appraiser, then within this ninety (90) day period, FRI shall notify the TCR/SJR Project Administrator or Pipeline Administrator of this disagreement and that FRI is obtaining its own appraisal of the fair market value. FRI shall have one hundred eighty (180) days to select its own appraiser, prepare an appraisal, and transmit that appraisal to the TCR/SJR Project Administrator or Pipeline Administrator. If the TCR/SJR Project Administrator's or Pipeline Administrator's and FRI's appraisals differ by 20% or less, the fair market value shall be deemed to be the average of the TCR/SJR Project Administrator's or Pipeline Administrator's and FRI's appraisals. If the TCR/SJR Project Administrator's or Pipeline Administrator's and FRI's appraisals differ by more than 20%, the fair market value shall be determined by a review appraiser selected by the Project Administrator's or Pipeline Administrator's and FRI's appraisers. The TCR/SJR Project Administrator or Pipeline Administrator and FRI will bear the cost of the review appraiser equally. The TCR/SJR Project Administrator or Pipeline Administrator and FRI shall agree upon a reasonable time period to select the review appraiser and for the review appraiser to establish the fair market value. Within a reasonable time after receiving an appraisal from the reviewing appraiser, the TCR/SJR

Project Administrator or Pipeline Administrator and FRI shall revise the option contract to reflect any change in the option price and execute the same.

8.5.1.4 The option payment is nonrefundable, and the remaining purchase price must be paid at the closing on the easement conveyance and must be adjusted based upon re-appraisal at time of purchase. If the TCR/SJR Project Administrator or Pipeline Administrator fails to pay the full purchase price on an option by the date occurring five (5) years from the date of the option conveyance, the option shall be deemed to lapse and FRI shall retain the 10% nonrefundable option payment. The TCR/SJR Project Administrator or Pipeline Administrator shall pay any appraisal, surveying, documentary stamp tax, document recording or legal costs FRI incurs in conveying these easements, other than FRI's appraisal costs to determine fair market value in the event of a dispute.

8.5.2 To acquire an easement real property interest under this Section 8.5.2 of this Agreement, a TCR/SJR Project Administrator or a Pipeline Administrator under the TCR/SJR Transmission Line Agreement and FRI shall employ the following procedures:

8.5.2.1 The TCR/SJR Project Administrator or Pipeline Administrator shall prepare a proposed easement document and accompanying legal description and surveyor's sketch of the land to be encumbered by the easement and submit the same to FRI's representative for review and approval. The TCR/SJR Project Administrator's or Pipeline Administrator's correspondence transmitting the easement document shall also explain the need for the requested easement, indicate the purchasing price the TCR/SJR Project Administrator or Pipeline Administrator will pay FRI for the

easement, and include a copy of the appraisal upon which the TCR/SJR Project Administrator or Pipeline Administrator based the fair market value and purchase price.

8.5.2.2 No later than ninety (90) days after receipt of the easement document and accompanying information, FRI shall review the same and provide any comments or suggested changes on the easement documents back to the TCR/SJR Project Administrator or Pipeline Administrator, at which point FRI and the TCR/SJR Project Administrator or the Pipeline Administrator shall negotiate the terms of the easement documents. If FRI disagrees with the fair market value established by the TCR/SJR Project Administrator's or Pipeline Administrator's appraiser, then within this ninety (90) day period, FRI shall notify the TCR/SJR Project Administrator or Pipeline Administrator of this disagreement and that FRI is obtaining its own appraisal of the fair market value.

8.5.2.3 If FRI provides comments to the TCR/SJR Project Administrator or Pipeline Administrator on the easement documentation, the TCR/SJR Project Administrator or Pipeline Administrator shall use reasonable efforts to incorporate FRI's comments.

8.5.2.4 If FRI disagrees with the fair market value established by the TCR/SJR Project Administrator's or TCR/SJR Pipeline Administrator's appraiser, then FRI shall have one hundred eighty (180) days to select its own appraiser, prepare an appraisal, and transmit that appraisal to the TCR/SJR Project Administrator or Pipeline Administrator. If the TCR/SJR Project Administrator's or the Pipeline Administrator's and FRI's appraisals differ by 20% or less, the fair market value shall be deemed to be the average of the TCR/SJR Project Administrator's or Pipeline Administrator's and FRI's appraisals. If the TCR/SJR Project Administrator's or

Pipeline Administrator's and FRI's appraisals differ by more than 20%, the fair market value shall be determined by a review appraiser selected by the TCR/SJR Project Administrator's or Pipeline Administrator's and FRI's appraisers unless the TCR/SJR Project Administrator or Pipeline Administrator and FRI agree otherwise. The TCR/SJR Project Administrator or Pipeline Administrator and FRI will bear the cost of the review appraiser equally. The TCR/SJR Project Administrator or Pipeline Administrator and FRI shall agree upon a reasonable time period to select the review appraiser and for the review appraiser to establish the fair market value.

8.5.2.5 After the TCR/SJR Project Administrator or Pipeline Administrator and FRI finish negotiating the terms of the easement documents, and after the fair market value is established by a review appraiser, if any, FRI and the TCR/SJR Project Administrator or Pipeline Administrator shall contact each other and establish a mutually acceptable time and location to close on the easement. At least two (2) days prior to closing, the TCR/SJR Project Administrator or Pipeline Administrator shall provide FRI a closing statement which shall indicate all of the costs associated with acquisition of the easement, and shall indicate that the TCR/SJR Project Administrator or Pipeline Administrator is paying the purchase price as well as all of the costs associated with acquisition of the easement, including preparation and recording costs (except half of any reviewing appraiser's costs as described above).

8.5.3 In any specific easement acquisition transaction, the TCR/SJR Project Administrator or Pipeline Administrator and FRI may agree to: (a) alter, extend or waive any of the timeframes set forth in this Section 8.5; (b) to

use a price for the easement that is different from the average of the two appraisals (in the case of the appraisals varying by less than 20%); and (c) to waive the requirement for a review appraiser (in the case of the appraisals varying by more than 20%) and use an agreed upon price for the easement.

8.6 Reclassification of the TCR and Associated Watershed and St. Johns River in the Vicinity of TCR.

8.6.1 Except as provided below, no Party shall request or initiate reclassification of the TCR Waters to Class I Waters pursuant to chapter 403, Florida Statutes, or chapter 62-302, Florida Administrative Code, or successor statutes or regulations or any similar or more restrictive statutory, regulatory or administrative classification during the term of this Agreement without the Consensus agreement of the Parties. However, one or more of the Water Suppliers may request or initiate reclassification of the TCR Waters pursuant to the provisions of section 403.061(29)(b), Florida Statutes (2016), and any administrative rules adopted to implement that subsection; and FRI agrees not to object to reclassification of the TCR Waters provided such reclassification is consistent with section 403.061(29)(b), Florida Statutes (2016). However, FRI reserves the right to contest whether any rule or other administrative action is consistent with section 403.061(29)(b), Florida Statutes (2016).

8.6.2 No Party shall request or initiate reclassification of TCR Waters to Class III-Limited, Class IV or Class V Waters pursuant to chapter 403, Florida Statutes, or chapter 62-302, Florida Administrative Code, or successor statutes or regulations or any similar or less protective statutory, regulatory or administrative classification during the terms of this Agreement without the Consensus agreement of the Parties.

9. CONTINUATION AND EXPANSION OF LAND USE IN TCR WATERSHED AND ON LANDS DRAINING TO ST JOHNS RIVER IN VICINITY OF TCR.

9.1 As of the date of this Agreement, FRI owns the majority of the lands within the TCR watershed and the lands that drain eastward to the SJR in the vicinity of TCR. The Parties understand that part of FRI's willingness to enter into the Agreement is the premise that the TCR/SJR Project does not provide a basis for the imposition of additional restrictions on FRI's ability to use its lands. Nothing in this Agreement shall be construed to limit FRI's ability to use these lands for purposes which FRI has historically used these lands nor be construed to limit FRI's ability, or any successor entity's ability, to use these lands for different and more intensive purposes in the future provided, however, FRI shall not use these lands in a manner that may result in the introduction of hazardous or toxic substances or other similar contaminants to TCR that would make the use of water from TCR for public water supply purposes economically impracticable. In addition, if the Florida Department of Environmental Protection, or its successor entity, reclassifies TCR pursuant to the provisions of section 403.061(29)(b), Florida Statutes (2016) then the limitation on FRI's use of its lands regarding hazardous or toxic substances or other similar contaminants referenced in the preceding sentence shall no longer be in effect. The Parties agree not to use the existence of the TCR/SJR Project nor ECFS' or FRI's agreement to participate in this Agreement or participation in the TCR/SJR Project as an indication of ECFS or FRI's consent or willingness to be subject to additional restrictions limiting FRI's use or any successor entity's use of these lands. This obligation extends to, but is not limited to, FRI and Osceola County's North Ranch Sector Plan.

9.2 Prior to any reclassification of TCR pursuant to section 403.061(29)(b), Florida Statutes (2016) the requirement for FRI to use its lands in a manner that would not introduce hazardous or toxic substances or similar contaminants into TCR that would make use of water from TCR for public water supply purposes economically impracticable in section 9.1 may be enforced through this

Agreement. After any reclassification of TCR pursuant to section 403.061(29)(b), Florida Statutes (2016) nothing in this Agreement shall be construed to empower any Party to enforce a land use restriction against FRI through this Agreement. Instead, the Parties shall have whatever rights, if any, of enforcing a land use restriction against FRI that would have existed absent this Agreement. FRI also retains any rights it would have to oppose such enforcement that would have existed absent this Agreement.

- 9.3 Nothing in this Agreement shall be construed as a waiver of the police powers or regulatory authority of any Party having such powers or authority. No rights are created as a result of this Agreement, the expenditure of funds pursuant to this Agreement, or any work performed hereunder, through which a Party may claim any entitlement to any regulatory permit or governmental approval that may be required in order to effectuate this Agreement.

10. WITHDRAWAL OF A WATER SUPPLIER FROM THIS AGREEMENT.

- 10.1 **Withdrawal Prior To Commitment.** Prior to Commitment, any Water Supplier may, at its option and upon written notice to all other Parties, withdraw from further participation in the Agreement. A Water Supplier that withdraws from the Agreement prior to Commitment shall forfeit or surrender its public water supply allotment set forth in Section 7 herein. In such event, the Agreement will be modified to reflect an amendment to the then applicable Tables 7.1 or 7.2 to reflect the public water supply allotments among the remaining Water Suppliers, except that ECFS's 8 MGD allotment for agricultural purposes shall remain. However, if ECFS withdraws from this Agreement, ECFS shall retain its 8 MGD allotment for agricultural purposes as set forth in Tables 7.1 and 7.2 and all other terms and conditions of the Agreement regarding that 8 MGD allotment shall continue to apply. A withdrawing Water Supplier shall, upon notice by the Project Administrator, apply to withdraw from any Environmental Permits issued in its name and shall not oppose or challenge any CUP modification to reallocate their water allotment to the remaining Water Suppliers, or oppose or challenge

any of the Environmental Permits. A Water Supplier that has withdrawn prior to commitment shall not seek a CUP to withdraw water from TCR for a period of five (5) years from the date of its withdrawal pursuant to this Section, except that ECFS may seek one or more CUPs for its 8 MGD allotment as set forth in Tables 7.1 and 7.2 subject to the other terms and conditions of this Agreement regarding this allotment. A withdrawing Water Supplier shall remain liable for payment of its share of costs related to a contract between a TCR/SJR Project Administrator and a third party which has been executed by a TCR/SJR Project Administrator prior to that Water Supplier's withdrawal. Finally, upon delivery of the notice of withdrawal, the withdrawing Water Supplier shall no longer participate in the TCR/SJR Project and on the Committee. The provisions of this section shall survive the termination of this Agreement.

- 10.2 **Withdrawal After Commitment.** After Commitment, a Water Supplier may, at its option and upon written notice to all other Parties, withdraw from further participation in the Agreement. A Water Supplier that withdraws from the Agreement after Commitment shall forfeit or surrender its public water supply allotment set forth in Section 7 herein. In such event, the Agreement will be modified to reflect an amendment to the then applicable Tables 7.1 or 7.2 to reflect the public water supply allotments among the remaining Water Suppliers, except that ECFS's 8 MGD allotment for agricultural purposes shall remain. However, if ECFS withdraws from this Agreement, ECFS shall retain its 8 MGD allotment for agricultural purposes as set forth in Tables 7.1 and 7.2 and all other terms and conditions of the Agreement regarding that 8 MGD allotment shall continue to apply. A withdrawing Water Supplier shall, upon notice by a TCR/SJR Project Administrator, as the case may be, apply to withdraw from any Environmental Permits issued in its name, and shall not oppose or challenge any CUP modification to reallocate their water allotment to the remaining Water Suppliers. A withdrawing Water Supplier shall not develop any facilities or seek a CUP to withdraw water from TCR for public water supply purposes either on

their own or with any entity other than Cocoa or ECFS. However, ECFS may seek one or more CUPs and develop facilities for its 8 MGD allotment as set forth in Tables 7.1 and 7.2 subject to the other terms and conditions of this Agreement regarding this allotment. A withdrawing Water Supplier shall remain liable for payment of its share of costs related to a contract between a TCR/SJR Project Administrator and a third party which has been executed by a TCR/SJR Project Administrator prior to that Water Supplier's withdrawal. Finally, upon delivery of the notice of withdrawal, the withdrawing Water Supplier shall no longer participate in the TCR/SJR Project and on any TCR/SJR Committee. The provisions of this section shall survive the termination of this Agreement.

11. SUBSTITUTION OF PARTIES, ASSIGNMENT OF THIS AGREEMENT, AND CONVEYANCE TO OTHER WATER SUPPLIERS.

11.1 Substitution. As a matter of right, a new party may be substituted for an existing Party if the new party agrees to enter into this Agreement and fully perform all obligations of the existing Party. Prior to the substitution taking effect, the existing Party must notify the other existing Parties in writing of the substitution and offer the substitution on the same terms and conditions to the other existing Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other existing Parties accept the right of first refusal of the substitution in writing within sixty (60) days, or the time period provided in the notice of the substitution, whichever is longer, then the other existing Parties shall be considered to have waived their right of first refusal. The preceding right of first refusal provisions shall not apply when one existing Party is substituted for another existing Party.

11.2 Assignment. As a matter of right, this Agreement may be assigned by an existing Party, in part, to a new party if the new party agrees to enter into this Agreement and fully perform all assigned obligations of the existing Party. Prior to the assignment taking effect, the existing Party must notify the other existing Parties in writing of the assignment and offer the assignment on the same terms

and conditions to the other existing Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other existing Parties accept the right of first refusal of the assignment in writing within sixty (60) days, or the time period provided in the notice of the assignment, whichever is longer, then the other existing Parties shall be considered to have waived their right of first refusal. The preceding right of first refusal provisions shall not apply when one Party makes an assignment to another existing Party.

- 11.3 Conveyance to Other Water Suppliers.** Except as may be constrained by any Environmental Permit or other applicable governmental regulatory program, any Water Supplier may voluntarily and by agreement sell, grant, divest, lease, or otherwise convey or forego all or a portion of its allotment to one or more other Water Suppliers on a temporary or permanent basis. This includes ECFS agreeing to convey or forego all or a portion of its allotment for agricultural purposes on a daily, monthly, seasonal or yearly basis to facilitate TCR water level management or the management of the water quality in TCR. The terms of any such allotment conveyance shall be decided by the Water Suppliers who are parties to such allotment conveyance at the time of such agreement. Any Water Supplier temporarily agreeing to convey all or a portion of its allotment shall not be considered to have abandoned its use of said allotment and no other Water Supplier shall take any action to divest the conveying Water Supplier of any portion of its allotment, except as may be necessary to enforce the agreement to convey said allotment. The conveyance of all or a part of a water allotment between Water Suppliers shall be in writing and shall set forth all rights and obligations that are being transferred as part of the conveyance, and a copy of this written document shall be provided to all the Parties in the manner set forth in Section 19.

- 12. FRI'S OBLIGATIONS RUNNING WITH THE LAND.** FRI's agreements, commitments, obligations and representations identified in this Agreement shall run with and are

appurtenant to the real property owned by FRI as described on Exhibit A of the Notice of Agreement and shall bind any subsequent owner of that real property owned by FRI or any portion thereof. Immediately upon the Effective Date, the Parties shall execute the Notice of Agreement attached hereto as **Exhibit I**. The Notice of Agreement shall be recorded at the Project Administrator's sole expense in the official records of Orange County, Florida and Osceola County, Florida. The Water Suppliers agree to release their rights under this Section 12, whenever FRI conveys its real property or any portion thereof to a third party; provided, the third party agrees to be bound by FRI's agreements, commitments, obligations and representations identified in this Agreement, as covenants running with the property purchased from FRI and further agrees to execute a new Notice of Agreement reflecting said covenants in the official records of Orange County, Florida and Osceola County, Florida. No later than thirty (30) days after the grant by FRI to Cocoa of the TCR/SJR Easement in Trust for the benefit of the other Water Suppliers, acquisition of the final easement interests over real property required by this Agreement, the TCR/SJR Project Permitting Agreement, the TCR/SJR Finished Water Transmission Line Agreement, and after reclassification of TCR pursuant to subsection 403.061(29)(b), Florida Statutes (2016), or upon satisfaction or termination of this Agreement, the Project Administrator shall execute and record the Notice of Satisfaction or Terminating Agreement attached hereto as **Exhibit J** in the official records of Orange County, Florida and Osceola County, Florida.

13. APPLICATION FOR FUNDING. The Parties may cooperatively seek funding for TCR/SJR Project activities under this Agreement from federal, state, regional and local revenue sources, including, but not limited to cooperative funding from water management districts. Any funding sought pursuant to this Section shall be applied for by a TCR/SJR Project Administrator, as the case may be, on behalf of the Parties, or by the Parties jointly, or by one of the Parties with Consensus approval. No Party shall interfere with any other Party seeking these funds; however, this would not prohibit the TCR/SJR Project Administrators from competing for the same funds, or prohibit the Parties from seeking the same funds or other funds for non-TCR/SJR Projects. Any funding received

for the TCR/SJR Project shall be applied to the benefit of all of the Parties. Applications for funding related to a TCR/SJR Finished Water Transmission Line or TCR/SJR Raw Water Transmission Line shall be governed by the TCR/SJR Transmission Line Agreement.

14. ENVIRONMENTAL PERMITS.

14.1 The Parties shall cooperate with each other and no Party shall interfere with another Party's ability to obtain, maintain and comply with all Environmental Permits necessary to construct, manage and operate the TCR/SJR Project.

14.2 Parties shall not submit any information to regulatory agencies that conflicts with information submitted by a TCR/SJR Project Administrator, as the case may be, on behalf of the Parties in support of any permit application for Environmental Permits for the TCR/SJR Project.

14.3 Except as provided in Sections 5.2.17, the Parties shall not legally challenge or support any legal challenge against any proposed or final agency action or legal instrument with regards to any permit sought by a TCR/SJR Project Administrator, as the case may be, on behalf of the Parties for the TCR/SJR Project.

15. CONSTRUCTION, MANAGEMENT AND OPERATION OF WATER SYSTEMS. The Parties shall cooperate with each other and no Party shall interfere with a TCR/SJR Project Administrator's ability to construct, manage and operate a TCR/SJR Project.

16. DUTY TO COOPERATE. The Parties will work together in good faith to implement the terms of this Agreement. As part of this cooperation, no Party will independently design, permit or construct any portion of the TCR/SJR Project outside of the process described herein.

17. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.

18. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone

that is not a Party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

19. NOTICES. All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given, and a copy is simultaneously sent to the Party's TCR/SJR Committee Member or Conflict Committee Member by email. A copy shall also be sent to all other Parties by U.S. Mail and by email to the Party's TCR/SJR Committee Member, or Conflict Committee Member. All notices shall be delivered or sent to the Parties at their respective address shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties. If any notice is sent by mail, it shall be deemed to be given on the third day following mailing, which is not a Saturday, Sunday or a day on which the United States Mail is not delivered:

As to COCOA:	City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922
With copy to:	Utilities Director City of Cocoa 351 Shearer Boulevard Cocoa, Florida 32922 City Attorney City of Cocoa 65 Stone Street Cocoa, Florida 32922

As to ORANGE COUNTY:	County Administrator Orange County Government P.O. Box 1393 Orlando, Florida 32802
With copy to:	Utilities Director Orange County Utilities 9150 Curry Ford Road Orlando, Florida 32825 County Attorney Orange County Attorney's Office P.O. Box 1393 Orlando, Florida 32802
As to OUC:	General Manager & CEO Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
With copy to:	General Counsel Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
As to TWA:	Executive Director Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
With copy to:	General Counsel Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
As to ECFS:	Vice-President 4550 Deer Park Road St. Cloud, Florida 34773
With copy to:	Hopping Green & Sams P.O. Box 6526 Tallahassee, Florida 32314

As to FRI: President
Farmland Reserve, Inc.
13754 Deseret Lane
St. Cloud, Florida 34773

With copy to: Hopping Green & Sams
P.O. Box 6526
Tallahassee, Florida 32314

20. TIME EXTENSIONS. The Parties may by Consensus extend or change any of the deadlines specified in this Agreement.
21. WAIVER. No failure by a Party to exercise any right, power, or privilege under this Agreement is a waiver of that or any other right, power, privilege under this Agreement.
22. ENTIRE AGREEMENT. The agreements and obligations of the Parties set forth in this Agreement shall be the several, and not joint, agreements and obligations of the Parties. This Agreement, including exhibits, and the other TCR/SJR Project Agreements, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with subject matter hereof, except as specifically set forth herein. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally nothing in this Agreement is intended to change any existing agreement between the SJRWMD and any Party to this Agreement regarding TCR. This Agreement shall supersede and replace the Memorandum of Agreement, unless a TCR/SJR Project Failure occurs.
23. GOVERNING LAW AND VENUE. The Parties acknowledge that this Agreement was entered into and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Orange County or Osceola County, Florida. The Parties hereby waive their right to a jury trial.

24. LIABILITY AND INSURANCE.

- 24.1 Sovereign Immunity.** Cocoa, OCU, OUC and TWA intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, OCU, ECFS, OUC and TWA are not jointly or severally liable for any tort attributable to a TCR/SJR Project Administrator and that only the TCR/SJR Project Administrator shall be liable for any torts attributable to it for torts of its officers, agents, attorneys or employees under this Agreement, and then only the extent of the waiver of sovereign immunity or limitations specified in section 768.28, Florida Statutes. Finally, the TCR/SJR Project Administrator expressly agree to indemnify and hold OCU, ECFS, OUC and TWA harmless from any injury that the TCR/SJR Project Administrator or its officers, agents, attorneys, employees or invitees sustain while carrying out the TCR/SJR Project Administrator's obligations under this Agreement.
- 24.2 Indemnification.** All contracts and subcontracts for any work, goods and/or services related to the TCR/SJR Project must include hold harmless and indemnification provisions to protect all of the Parties in a form acceptable to the Parties. The consultant(s), sub-consultant(s) or other contractors must provide evidence of acceptable levels and qualities of insurance and of said hold harmless and indemnity prior to commencement of work and access to any of the property of the Parties.
- 24.3 Insurance.** All contracts and sub-contracts for any work goods and/or services that may involve access to FRI's lands must include a requirement that the contracting entity carry insurance acceptable to FRI protecting FRI from any liability due to the contracting entity's entry upon FRI's lands. The TCR/SJR Project Administrator must submit draft contract language containing this language to FRI to review and allow FRI thirty (30) days to review and comment on the same. If FRI submits comments, the TCR/SJR Project Administrator shall

use all reasonable efforts to incorporate FRI's comments into the contracts and sub-contracts as applicable.

25. OWNERSHIP OF MATERIALS. Ownership and copyright to all materials and all accompanying data (in all formats) used, developed or produced pursuant to work done under this Agreement is vested in the Parties. Any source document or materials developed, secured or used in the performance of this Agreement shall be considered the property of the Party from which such documents or materials originated.

26. CONSTRUCTION OF AGREEMENT.

- 26.1 The Parties acknowledge that each Party and its legal counsel participated in the negotiation of this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted.
- 26.2 Words importing the singular number include the plural in each case and vice versa, and words importing persons include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, refer to this Agreement; the term "heretofore" means before the date of this Agreement is executed; and the term "hereafter" means after the date this Agreement is executed. The terms "include," "includes," and "including" shall be deemed to be followed by the words "without limitation."
- 26.3 Unless otherwise stated, any reference in this Agreement to any entity shall include its permitted successors and assigns.
- 26.4 Any headings preceding the texts of the sections and subsections of this Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, construction or effect.
- 26.5 All Exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement. Capitalized terms used in the Exhibits hereto, but not otherwise defined therein, shall have the respective meanings assigned to such terms in this Agreement.

- 26.6 In the event of a conflict between a provision of this Agreement and a provision of any Exhibit to this Agreement, including the other TCR/SJR Project Agreements, the provisions of this Agreement and the Exhibit shall be read as one Agreement and each provision is to be construed in harmony with the other provision to give each provision a reasonable meaning and avoid any interpretation that renders one or more provisions useless or redundant. Under the circumstances when a provision of the Agreement cannot be reconciled with a provision of an Exhibit, the provision in this Agreement shall prevail.
- 26.7 In the event of a conflict between a decision of a TCR/SJR Committee regarding the TCR/SJR Project and a decision under the TCR/SJR Transmission Line Agreement, the decision of the TCR/SJR Committee will control regarding the design, construction, operation, or maintenance of the TCR/SJR Project.
- 26.8 External documents, instruments, or other writings, drafts, mediator's notes, notes of any of the Parties, or other materials produced during the TCR/SJR mediation sessions attended by the Parties shall not be used to interpret this Agreement or be used to resolve any conflict between this Agreement and any other TCR/SJR Project Agreement or instrument.

27. EFFECTIVE DATE. The Effective Date of this Agreement is the date all the TCR/SJR Project Agreements are fully executed by the parties to each contract. The Project Administrator shall memorialize the Effective Date and shall provide a notice of the Effective Date to all Parties.
28. TERM AND TERMINATION. The term of this Agreement commences upon its Effective Date and shall remain in effect in perpetuity unless terminated upon Consensus in writing by all of the Parties.
29. AMENDMENT. This Agreement may be amended only if all the Parties agree. Amendments must be written and be signed by all Parties.
30. COMPLIANCE WITH APPLICABLE LAW. The Parties, their employees, contractors, subcontractors and assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this Agreement.
31. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of chapter 119, Florida Statutes, and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all project documents and materials that are subject to the provisions of chapter 119, Florida Statutes. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.
32. DEFAULT AND REMEDY.
- 32.1 **Default.** Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation,

representation or warranty contained in or arising out of this Agreement, shall constitute a Default under this Agreement.

- 32.2 **Notice of Default and Opportunity to Cure.** Upon occurrence of a Default by any Party, one or more of the other Parties shall deliver written notice to the Party in Default in the manner provided in Section 18, identifying the specific nature of the Default therein. The Party in Default shall have thirty (30) days within which to cure such Default. Provided, if the Default is of such a nature that it cannot be cured within thirty (30) days, the Party in Default shall have such additional time as may be necessary to cure the Default, so long as within said period, the Party in Default commences the cure and diligently prosecutes such cure until completion.
- 32.3 **Remedy for Default.** For any Default not cured as provided in Section 31.2, above, non-defaulting Parties, may individually or jointly seek specific performance arising from such Default.
- 32.4 **Mediation.** Prior to seeking any remedy for a Default as provided in Section 32.3, a Party shall seek to mediate the dispute with the Party in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Parties a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within ten (10) days after receipt of the notice from the requesting Party, the other Parties shall, in writing, provide notice of either the selection of one of the mediators proposed by the requesting Party or offering a list of three additional mediators for consideration. Within ten (10) days of the requesting Party's receipt of the notice, the Parties shall meet for the purpose of selecting one of the mediators proposed by any of the Parties. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter under consideration. Within twenty (20) days after a mediator is named by the Parties, a time and date for the mediation shall be scheduled and documented in writing. The mediation shall be conducted expeditiously and the location of the

mediation shall be at a location mutually selected by the Parties, or at a location of the mediator's choosing if the Parties can't agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other related expenses. Any settlement achieved through mediation shall be made in writing with a copy delivered to all the Parties.

32.5 Force Majeure Event. In the event that performance of this Agreement by any Party is prevented or interrupted by a Force Majeure Event, said Party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said Party is not directly or indirectly responsible therefor. Any Party claiming to be relieved of any duty pursuant to this Section shall give prompt written notice thereof to the other Parties. The Parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a Party from carrying out this Agreement.

33. ATTORNEY'S FEES. Each Party shall bear its own attorney's fees, costs, and expenses in any litigation, suit, dispute, controversy, arbitration, mediation, or proceeding, including appellate proceedings against another Party, arising out of, based on, or related to, this Agreement. The foregoing notwithstanding, this provision shall not prevent a TCR/SJR Project Administrator from collecting attorney's fees, costs, and expenses incurred by a TCR/SJR Project Administrator pursuant to Section 5.2 of this Agreement in accordance with the Wholesale Water Supply Contract.

34. CONFIDENTIAL INFORMATION AND JOINT DEFENSE.

34.1 Parties' Common Interest. The Parties have a common interest in implementing and operating the TCR/SJR Project in accordance with the terms of this Agreement. To protect this common interest, the Parties shall establish and operate under a common interest arrangement concerning third party legal challenges to any activity specified in this Agreement.

34.2 Sharing Confidential Information with Other Parties. No Party is required to, but may in their respective sole discretion, share Confidential Information with

the other Parties, as set forth herein. The Parties agree that any Confidential Information that would otherwise be protected from disclosure to third parties will remain confidential and protected from disclosure to any third party under the attorney-client and work product privileges, and the Parties agree that any exchange of Confidential Information is not intended to waive any attorney-client or work product privilege.

- 34.3 Using Confidential Information from Another Party.** Each Party shall use the Confidential Information received from the other Party only in furtherance of the common interest of the Parties. No other rights are implied or granted under this Agreement. Nothing contained herein obligates any Party to divulge, communicate or exchange any confidential documents and/or information. All Confidential Information shall not be copied or distributed, disclosed or disseminated in any way or form to anyone except the Parties, the Parties' attorneys or the Parties' own employees, contractors, agents or consultants who have a reasonable need to know said Confidential Information, who are advised as to the confidential and proprietary nature of such Confidential Information and who are bound by the restrictions on use as specified in this Agreement.
- 34.4 Disclosure of Confidential Information to Third Parties.** If a third party, including any regulatory agency, requests or demands by subpoena, discovery request, public records request or otherwise, any or all of the Confidential Information or any other documents or information exchanged or made available in furtherance of the Parties' common interest, each Party will notify the other Party in writing as soon as practicable. All reasonable steps must be taken to enable a Party to assert any and all applicable rights to privileges or protections with regard to such documents or information. Additionally, a Party contesting the disclosure of Confidential Information shall have the ability to seek a judicial determination preventing the disclosure of the Confidential Information before it is disclosed to any outside party. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that Confidential Information should not

be disclosed, the burden of seeking a judicial determination preventing the disclosure of the Confidential Information, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim. Nothing herein is meant to contravene any applicable provision of chapter 119, Florida Statutes. To the extent that a document constitutes a public record under chapter 119, Florida Statutes, and is not otherwise exempt from production, the originator of the document must be notified prior to or contemporaneous with the production of the document to the extent feasible. Additionally, nothing herein shall be construed to expand the scope of chapter 119, Florida Statutes, or to include documents as public records which would not otherwise be considered public records under chapter 119, Florida Statutes. Absent a judicial determination preventing the disclosure of Confidential Information, a Party complying with chapter 119, Florida Statutes, or other applicable requests for disclosure shall not be deemed to have violated this section.

35. **AUTHORITY.** This Agreement is entered into by Parties under the following authorities:

- 35.1 **OCU.** OCU, a charter county, enters into this Agreement under the authority of its home rule powers, as well as sections 125.01(1)(k)1, 125.01(1)(p), 125.01(3)(a), and 153.03(6), Florida Statutes, which authorize counties to enter into agreements with other public agencies and private corporations to accomplish goals for providing water to their customers.
- 35.2 **OUC.** OUC, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature, enters this Agreement under the authority of sections 6 and 9 of chapter 9861, Laws of Florida (1923), as amended.
- 35.3 **TWA.** TWA, an independent special district created by special act of the Florida Legislature, enters into this Agreement under the authority of section 10(1), chapter 2003-368, Laws of Florida.
- 35.4 **ECFS.** ECFS enters into this Agreement under the authority of its corporate charter.

- 35.5 **FRI.** FRI enters into this Agreement under the authority of its corporate charter.
- 35.6 **COCOA.** Cocoa, a Florida municipal corporation, enters into this Agreement under the authority of its home rule powers, as well as sections 166.021, 180.02, Florida Statutes and chapter 57-1232, Laws of Florida.

36. MISCELLANEOUS PROVISIONS.

- 36.1 No Party shall be deemed to be an agent of another Party nor shall represent that it has the authority to bind another Party.
- 36.2 In computing any period of time under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday, or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday, or legal holiday.

[Signature pages to follow]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Orange County, Florida

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

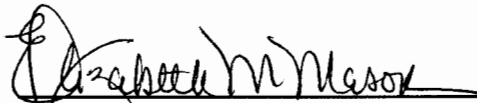
By: *Craig A. Stopyna*
for Deputy Clerk



IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Orlando Utilities Commission.

ATTEST:

ORLANDO UTILITIES COMMISSION




Print Name

ASSISTANT SECRETARY

ELIZABETH M. MASON

By: _____



Kenneth P. Ksionek,
General Manager & CEO

Approved as to form and legality,
OUC Legal Department

By: _____

Date: _____

8/30/17

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Tohopekaliga Water Authority



TOHOPEKALIGA WATER AUTHORITY,
an independent special district established and
created pursuant to Chapter 189, Florida Statutes,
by special act of the Florida Legislature

By: _____

Tom E. White, Vice Chair
Board of Supervisors

Date: August 30, 2017

ATTEST:

Clarence L. Thacker, Secretary
Board of Supervisors

1 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and
2 entered into by East Central Florida Services, Inc.

3 EAST CENTRAL FLORIDA SERVICES, INC.

4
5
6
7
8 By:  _____

9
10 Title: President _____

11
12 Attest: David R. Wight _____

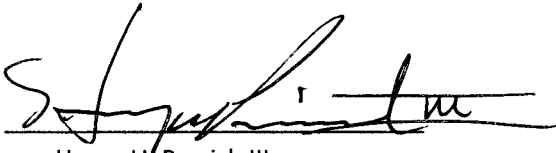
13
14 Date: 8/23/2017 _____

15
16
17
18
19 Approved as to Form:

20
21
22  _____
23
24 Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the City of Cocoa, Florida

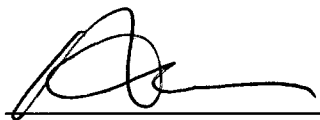
CITY OF COCOA, a Florida municipal corporation

By: 
Henry U. Parrish III
Mayor

ATTEST:

By: 
Carie Shealy, MMC

APPROVED AS TO FORM:


Anthony A. Garganese, Esq.
City Attorney

1 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and
2 entered into by Farmland Reserve, Inc.

3
4 FARMLAND RESERVE, INC.
5
6
7

8
9 By: Don M. Sleight

10
11 Title: Chief Executive Officer

12
13 Attest: L. Duane Fant

14
15 Date: 8/16/2017
16
17
18
19

20 Approved as to Form:
21
22

23 
24

25 Attorney

EXHIBIT A
1993 Settlement Agreement

TAYLOR CREEK RESERVOIR SETTLEMENT AGREEMENT

June 22, 1993

Prepared by

**Edward P. de la Parte, Jr.
de la Parte & Gilbert, P.A.
One Tampa City Center
Suite 2300
Tampa, Florida 33602**

TABLE OF CONTENTS

1.	REPRESENTATIONS OF THE PARTIES	5
2.	TERM	6
3.	DEFINITIONS	6
3.1	Alternate ASR Parcel	6
3.2	Alternate Pump Station Parcel	6
3.3	Applicant	6
3.4	Appropriate Permit	6
3.5	Appropriate Regulatory Agency	7
3.6	ASR Parcels	7
3.7	ASR Wells	7
3.8	City Wellfield	7
3.9	Closing	7
3.10	Commitment	7
3.11	Deposit	7
3.12	District	7
3.13	Easement Property	7
3.14	ECFSI	8
3.15	Effective Date	8
3.16	Environmental Monitoring and Mitigation Easements	8
3.17	First Alternate Pipeline Route	8
3.18	Hand Fern Vegetation Monitoring Transects	9
3.19	L-73 Canal	9
3.20	Mitigation Sites	9
3.21	Option Purchase Price	10
3.22	Permitted Allocation of Water or Permitted Allocation	10
3.23	Permitted Conveyance	10
3.24	Policy	10
3.25	Pump Station Parcel	10
3.26	Purchase Price	10
3.27	Reference Wetlands	10
3.28	Restricted Property	11
3.29	S-164 Control Structure	11
3.30	Second Alternate Pipeline Route	11
3.31	Settlement Agreement	11
3.32	Substitute Parcel	11
3.33	Supplemental ASR Parcels	11
3.34	Supplemental Hand Fern Vegetation Monitoring Transect	12
3.35	Supplemental Reference Wetland	12
3.36	Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect	12
3.37	Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect	12
3.38	Taylor Creek Floodplain Vegetation Monitoring Transects	12
3.39	Taylor Creek Reservoir	13
3.40	Taylor Creek Reservoir Vegetation Monitoring Transects	13
3.41	USACOE	14

3.42	Upstream Tributaries	14
3.43	Vested Allocation of Water or Vested Allocation	14
3.44	Water	14
4.	VESTED ALLOCATIONS OF WATER.....	15
4.1	COP's Vested Allocation of Water	
	823 Million Gallons	15
4.2	COP's Vested Allocation of Water	
	125 Million Gallons	16
4.3	City's Vested Allocation of Water	
	4.38 Billion Gallons	17
4.4	COP's Additional Vested Allocation of Water.....	17
4.5	City's Additional Vested Allocation of Water	17
4.6	Procedure for Increasing Vested Allocation of Water.....	18
4.7	Transfer of Vested Allocations And Permitted Allocations of Water	19
5.	COP'S ADDITIONAL DUTIES REGARDING PERMITTING OF CITY'S WITHDRAWAL OF WATER FROM TAYLOR CREEK RESERVOIR.....	19
5.1	Voluntary Dismissal with Prejudice of COP's Challenge to the City's Application for Consumptive Use Permit 2-097-0024ANG.....	19
5.2	Permits And Other Government Approvals Needed for City's Taylor Creek Reservoir Project	20
5.3	Operating Elevation Of Taylor Creek Reservoir	20
6.	COP'S USE RIGHTS PRESERVED	21
6.1	Reclassification of Taylor Creek Reservoir and Associated Watershed.....	21
6.2	COP's Land Uses Preserved.....	21
6.3	Drawdown of Taylor Creek Reservoir by COP	22
7.	SURVEYING ACTIVITIES	22
7.1	General	22
7.2	COP's Authorization.....	22
7.3	Notice to COP.....	23
7.4	Damages Resulting from Surveying Activities.....	23
7.5	Copies of Documents.....	23
8.	GRANT OF LICENSE TO CONDUCT FIELD INVESTIGATIONS.....	23
8.1	Geotechnical Investigations	24
8.1.1	General	24
8.1.2	Pump Station Parcel.....	24
8.1.3	Alternative Pump Station Parcel	24
8.1.4	L-73 Canal Access Parcel	24
8.1.5	L-73 Canal and S-164 Control Structure Access Parcel	24
8.1.6	Perimeter Sampling Parcel.....	24
8.1.7	Easement Access Parcel I	25
8.1.8	Easement Access Parcel II.....	25
8.1.9	ASR Parcels Access Parcel	25
8.1.10	Alternate ASR Parcel Access Parcel	25
8.1.11	Supplemental ASR Access Parcel	25
8.1.12	Damages Resulting from Geotechnical Investigations.....	25
8.1.13	Copies of Documents.....	26
8.2	Water Treatment Pilot Plant Testing and Sampling Program.....	26
8.2.1	General	26

	8.2.2	Water Treatment Pilot Plant Testing Facility	26
	8.2.3	Damages Resulting from Water Testing and Sampling Programs	26
	8.2.4	Copies of Documents	27
8.3		Hydrologic/Hydraulic Investigations	27
	8.3.1	General	27
	8.3.2	Hydrologic/Hydraulic Investigation Parcel	27
	8.3.3	Damages Resulting from Hydrologic/Hydraulic Investigations	27
	8.3.4	Copies of Documents	27
8.4		Ecological Investigations	28
	8.4.1	General	28
	8.4.2	Access to Property	28
	8.4.3	Damages Resulting from Ecological Investigations	28
	8.4.4	Copies of Documents	28
8.5		Investigation Procedure	28
	8.5.1	Notice	28
	8.5.2	Observation by COP Employee	29
	8.5.3	Access to Property	29
	8.5.4	Damages Resulting from Investigations	29
	8.5.5	Copies of Documents	29
8.6		Early Termination of License	29
9.		PURCHASE AND SALE OF ASR PARCELS	29
	9.1	Purchase Price	29
	9.2	Deposit	30
	9.3	Closing	30
	9.4	Costs	30
	9.5	Conveyance	30
	9.6	Remedies Upon Default	30
	9.7	Title Insurance	31
	9.8	Survey	31
	9.9	Lien and Possession Affidavit	32
	9.10	Withholding Tax	32
	9.11	Public Disclosure	32
	9.12	Survival	32
	9.13	Testing Results And Option to Acquire Alternate ASR Parcel	32
	9.14	Use of ASR Parcels or Alternate ASR Parcel	32
10.		GRANT OF CONDITIONAL OPTION FOR SUPPLEMENTAL ASR PARCELS	33
	10.1	Option Term	33
	10.2	Purchase Price	33
	10.3	Exercise of Option	33
	10.4	Right Of First Refusal	34
	10.5	Closing	34
	10.6	Costs	34
	10.7	Conveyance	35
	10.8	Remedies Upon Default	35
	10.9	Title Insurance	35
	10.10	Survey	36

10.11	Lien and Possession Affidavit.....	36
10.12	Withholding Tax.....	36
10.13	Public Disclosure.....	36
10.14	Access.....	36
10.15	Testing Results.....	37
11.	STIPULATED ORDER OF TAKING AND JUDGMENT ON THE VALUE OF PROPERTY.....	37
11.1	Order of Taking on the Easement Property.....	37
11.2	Final Judgment on the Easement Property.....	40
11.3	Description of Easement Property.....	40
11.3.1	Pump Station Parcel and Alternate Pump Station Parcel.....	40
11.3.2	First Alternate Pipeline Route and Second Alternate Pipeline Route.....	41
11.3.3	Taylor Creek Reservoir Vegetation Monitoring Transects.....	41
11.3.4	Taylor Creek Floodplain Vegetation Monitoring Transects.....	41
11.3.5	Hand Fern Vegetation Monitoring Transects.....	42
11.3.6	Reference Wetlands.....	42
11.4	Reservation of COP's Severance And Business Damages Claim.....	42
11.5	Attorneys Fees.....	47
12.	GRANT OF OPTION FOR ENVIRONMENTAL MONITORING AND MITIGATION EASEMENTS.....	47
12.1	Description of Environmental Monitoring and Mitigation Easements.....	50
12.1.1	Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect.....	50
12.1.2	Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect.....	51
12.1.3	Supplemental Hand Fern Vegetation Monitoring Transect.....	51
12.1.4	Supplemental Reference Wetland.....	51
12.1.5	Mitigation Sites.....	51
12.2	Option Term.....	52
12.3	Purchase Price.....	52
12.4	Exercise of Option.....	52
12.5	Closing.....	52
12.6	Costs.....	52
12.7	Conveyance.....	53
12.8	Remedies Upon Default.....	53
12.9	Title Insurance.....	53
12.10	Survey.....	54
12.11	Lien and Possession Affidavit.....	54
12.12	Withholding Tax.....	54
12.13	Public Disclosure.....	54
12.14	Access.....	55
13.	SETTLEMENT AGREEMENT.....	55
13.1	Construction, Operation and Maintenance of Facilities.....	55
13.2	Conveyance of Property Interests by the District to the City.....	55
13.3	City's Use of the Taylor Creek Reservoir.....	56
14.	CITY'S PAYMENTS TO COP.....	56
14.1	Initial Payment.....	56

14.2	Basic Payment	57
14.3	Additional Annual Payment	57
14.3.1	Operation Schedule Changed at the City's Request or Suggestion	57
14.3.2	Operation Schedule Changed at the Suggestion or Request of a Regulatory Agency	58
14.4	Arbitration	59
14.4.1	Selection of Arbitrator(s)	60
14.4.2	Exchange of Documents	60
14.4.3	Action by the Arbitrator(s)	60
14.4.4	Hearing	60
14.4.5	Award	60
14.4.6	Cost and Expenses of Arbitration	60
15.	CITY'S DUTIES REGARDING ECFSI	61
15.1	Transfer Of Permits from COP to ECFSI	61
15.2	Voluntary Dismissal with Prejudice Of the City's Appeal of ECFSI's Original Water Certificate	61
15.3	Covenant Not To Oppose Future ECFSI Certificate, Licensure or Permit	61
16.	EFFECT OF EXPIRATION OF CONTRACT	61
17.	TERMINATION AND OTHER REMEDIES	62
17.1	Termination Of The Contract by the City	62
17.1.1	Termination for Reasons Outside the City's Control	62
17.1.2	Termination for Reasons Within the City's Control	63
17.2	Effect Of Contract Termination by City	63
17.3	Termination Of The Contract by COP	64
17.3.1	Termination for Non-Payment	64
17.3.2	Termination for Failure to Discharge Duties to ECFSI	64
17.3.3	Termination for Unauthorized Condemnation	65
17.4	Effect Of Contract Termination by COP	65
17.5	Other Remedies	66
18.	INDEMNIFICATION	66
19.	COP'S OBLIGATIONS RUNNING WITH THE LAND	67
20.	PRIOR NEGOTIATIONS, PROPOSALS, OFFERS AND AGREEMENTS	68
21.	APPLICABLE LAW, JURISDICTION AND VENUE	68
22.	ASSIGNMENT	68
23.	NOTICE	68
24.	THIRD PARTY BENEFICIARIES	69
25.	WAIVER	69
26.	AUTHORIZED REPRESENTATIVES	69
27.	SECTIONS CAPTIONS AND REFERENCES	69
28.	SEVERABILITY	69
29.	ATTORNEYS FEES AND COSTS	70
30.	AMENDMENT	70
31.	FURTHER ASSURANCES	70
32.	CONSENTS	70
33.	SUCCESSORS, ASSIGNS AND AFFILIATED COMPANIES	71
34.	EXECUTION OF DOCUMENTS	71

35.	AMBIGUITY	71
36.	JURISDICTION	71
37.	BINDING OFFER	71
38.	EXHIBITS AND ADDENDUMS	71
38.1	Exhibit A	71
38.2	Exhibit B	71
38.3	Exhibit C	71
38.4	Exhibit D	72
38.5	Exhibit E	72
38.6	Exhibit F	72
38.7	Exhibit G	72
38.8	Exhibit H	72
38.9	Exhibit I	72
38.10	Exhibit J	72
38.11	Exhibit K	72
38.12	Exhibit L	72
38.13	Exhibit M	72
38.14	Exhibit N	72
38.15	Exhibit O	72
38.16	Exhibit P	72
38.17	Exhibit Q	72
38.18	Exhibit R	72
38.19	Exhibit S	73
38.20	Exhibit T	73
38.21	Exhibit U	73
38.22	Exhibit V	73
38.23	Exhibit W	73
38.24	Exhibit X	73
38.25	Exhibit Y	73
38.26	Exhibit Z	73

TAYLOR CREEK RESERVOIR SETTLEMENT AGREEMENT

THIS CONTRACT, is entered into this ____ day of _____, 1993 by and between the CITY OF COCOA, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and the CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, a Utah corporation sole authorized to do business in the State of Florida (hereinafter "COP").

WITNESSETH:

WHEREAS, the Taylor Creek Reservoir, L-73 Canal and S-164 Control Structure were constructed by the USACOE as part of the federally authorized Central and Southern Florida Flood Control Project; and

WHEREAS, the Taylor Creek Reservoir is currently operated by the District pursuant to agreements with the USACOE; and

WHEREAS, water elevations within the Taylor Creek Reservoir and discharges downstream through the S-164 Control Structure are managed by the District according to an operating schedule established by the USACOE; and

WHEREAS, COP is the owner of real property previously owned by Deseret Ranches of Florida, Inc. and, for purposes of this Contract is the successor-in-interest of Deseret Ranches of Florida, Inc. regarding the Taylor Creek Reservoir, the real property adjacent thereto, and any other real property identified in this Contract; and

WHEREAS, COP currently owns the real property underlying the Taylor Creek Reservoir and the real property contiguous thereto, subject to certain easements of record held by the District under and pursuant to the Settlement Agreement; and

WHEREAS, the City has applied to the District for Consumptive Use Permit 2-097-0024ANG seeking to withdraw water from the Taylor Creek Reservoir for public water supply; and

WHEREAS, the District proposes to issue the City Consumptive Use Permit 2-097-0024ANG, as limited by the general and specific conditions identified in the Notice of Consumptive Use Permit Conditions dated November 10, 1992; and

WHEREAS, COP has petitioned the District for a formal hearing challenging the issuance of Consumptive Use Permit 2-097-0024ANG, which petition was referred to the Division of Administrative Hearing and until recently was scheduled for hearing starting January 11, 1993; and

WHEREAS, the City desires to obtain approval of its pending application for Consumptive Use Permit 2-097-0024ANG without further objection, opposition or interference from COP; and

WHEREAS, the City and COP desire to agree to allocate the surface water of the Taylor Creek Reservoir between COP and the City as provided in this Contract with the City obtaining Vested Allocations of Water by this Contract and the COP obtaining Vested Allocations of Water by this Contract; and

WHEREAS, the City desires to obtain all permits or government approvals required to withdraw, store and transport Permitted Allocations of water from the Taylor Creek Reservoir without COP's objection, opposition or interference; and

WHEREAS, the City desires to acquire fee simple title to property currently owned by COP near the City's Dyal Water Treatment Plant for the purpose of constructing, operating and maintaining ASR Wells; and

WHEREAS, the City desires to acquire easements to property currently owned by COP for the purpose of constructing, operating and maintaining a raw water intake structure and pump station, access roads, pipelines, swales, electrical power facilities, water management systems, environmental monitoring sites and appurtenant or associated facilities needed to withdraw, store and transport Permitted Allocations of water from the Taylor Creek Reservoir; and

WHEREAS, the City desires to acquire ingress and egress to COP's real property in and around the Taylor Creek Reservoir for the purpose of conducting environmental and hydrologic studies and inspecting environmental monitoring sites; and

WHEREAS, the City desires the right to request the USACOE to modify the current operating schedule for the Taylor Creek Reservoir without COP's objection, opposition or interference; and

WHEREAS, the City desires the right to secure the Vested Allocation of Water and the Permitted Allocation of Water as provided in this Contract and the right to obtain additional Vested Allocations of Water and Permitted Allocations of Water beyond the quantity requested in the City's pending application for Consumptive Use Permit 2-097-0024ANG without COP's objection, opposition or interference; and

WHEREAS, the City desires to continue, modify and renew Consumptive Use Permit 2-097-0024ANG, once issued by the District, and any succeeding Appropriate Permits without COP's objection, opposition or interference; and

WHEREAS, COP desires to secure the Vested Allocation of Water and the Permitted Allocation of Water as provided in this Contract including, but not limited to, the Permitted Allocation of Water authorized by Consumptive Use Permit 23770 and the Permitted Allocation of Water for the Doxy Grove authorized by Consumptive Use Permit 2-095-0003UM5 without the City's objection, opposition or interference; and

WHEREAS, COP desires the right to secure and obtain additional Vested Allocations of Water and Permitted Allocations of Water without the City's objection, opposition or interference; and

WHEREAS, COP desires the right to obtain, modify, or transfer any Vested Allocation of Water and any Permitted Allocation of Water as provided in this Contract, without the City's objection, opposition or interference; and

WHEREAS, COP desires to continue, modify and renew and transfer Consumptive Use Permits 23770 and 2-095-0003UM5 and any succeeding Appropriate Permits without the City's objection, opposition or interference; and

WHEREAS, COP desires the right to withdraw additional water from the Taylor Creek Reservoir and the L-73 Canal beyond the quantity allocated in Consumptive Use Permits 23770 and 2-095-0003UM5 without the City's objection, opposition or interference; and

WHEREAS, COP desires the right to request the District to periodically drawdown the Taylor Creek Reservoir for fish propagation purposes without the City's objection, opposition or interference; and

WHEREAS, the City desires to make payment to COP for the contractual rights, fee simple title and easements granted under this Contract; and

WHEREAS, COP desires to have the City covenant and agree to establish a procedure for addressing any future business and severance damages sustained by COP as a result of land use restrictions imposed by government due to the City's use of the Taylor Creek Reservoir and the easements obtained under this Contract; and

WHEREAS, ECFSI applied to the Florida Public Service Commission for an original water certificate, which application was opposed by the City; and

WHEREAS, the Florida Public Service Commission entered a final order granting ECFSI's application, which final order was appealed by the City to the Florida First District Court of Appeal; and

WHEREAS, COP desires to have the City dismiss its appeal of the Florida Public Service Commission's final order granting ECFSI an original water certificate; and

WHEREAS, COP desires to have the City agree that it will not contest, oppose or interfere with any extension or modification of the original water certificate; provided, the extension or modification of the original water certificate does not breach any rights of the City under this Contract; and

WHEREAS, COP desires to have the City agree that it will not contest, oppose or interfere with any future license, permit or certificate which ECFSI seeks to obtain so long as such does not breach any rights of the City under this Contract; and

WHEREAS, the City and COP desire to settle and resolve all outstanding issues and disputes regarding the Taylor Creek Reservoir, ECFSI's water certificate and other specified matters according to the terms of this Contract without further recourse to litigation or contested administrative proceedings.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Contract, and the mutual representations, covenants and agreements hereafter set forth, the City and COP intending to be legally bound hereby agree as follows:

1. **REPRESENTATIONS OF THE PARTIES.** The parties make the following representations:

1.1 The City represents it is duly authorized and existing in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Contract.

1.2 The City and COP each represents as to itself only that it has the power, authority and legal right to enter into and perform its obligations set forth in this Contract, and the execution, delivery and performance hereof by each party (1) has been duly authorized; (2) does not require the approval of any other officer or body; (3) does not require any consent or referendum of the voters; (4) does not require any consent or approval of the shareholders; (5) will not violate any judgment, order, law or regulation applicable to said party; (6) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon its assets under any agreement or instrument to which and its assets may be bound or affected; and (7) upon execution of this Contract, it shall be valid and enforceable according to the terms and conditions.

2. **TERM.** This Contract shall take effect on the Effective Date and terminate on the fiftieth (50th) anniversary of said date.

3. **DEFINITIONS.** In the absence of a clear implication to the contrary, capitalized terms used in preceding and subsequent provisions of this Contract shall have the following meanings:

3.1 **Alternate ASR Parcel.** A parcel of real property approximately a total of twelve (12) acres in area, which may be an alternative location for approximately four (4) new ASR Wells and appurtenant facilities. This parcel of real property shall not include any existing internal roadways. The ASR Wells and appurtenant facilities shall consist of wells, pump houses, underground pipes and related facilities. Although surveys and legal descriptions have not yet been prepared, the parcel will be located in Township 24 South, Range 34 East, Sections 19, 20, 29 and 30; west of Taylor Creek Road and south of Sweetwater Branch.

3.2 **Alternate Pump Station Parcel.** A parcel of real property approximately a total of forty (40) acres in area, which may be an alternative location for the raw water intake structure and pump station on or near the L-73 Canal with associated facilities extending into the Taylor Creek Reservoir. The pump station and associated facilities shall consist of a structure housing pumping equipment and treatment facilities, underground pipes, possibly an above-ground storage tank and related installations. This parcel is located in Orange County within the Southwest one-quarter of Section 32, Township 24 South, Range 34 East. It is square in shape with the diagonal line running roughly along the top of the L-73 Canal Dike.

3.3 **Applicant.** COP or the City when applying to the Appropriate Regulatory Agency for an Appropriate Permit.

3.4 **Appropriate Permit.** The permit issued by the Appropriate Regulatory Agency that authorizes the consumptive use of surface water from the Taylor Creek

Reservoir. As of the Effective Date, the Appropriate Permit is known as the consumptive use permit.

3.5 Appropriate Regulatory Agency. The administrative agency designated by the State of Florida to regulate the consumptive use of surface water from the Taylor Creek Reservoir. As of the Effective Date, the administrative agency so designated by the State of Florida with jurisdiction over the Taylor Creek Reservoir and the L-73 Canal is the District.

3.6 ASR Parcels. Four parcels of real property, each approximately a total of five (5) acres in area, which will be the primary location of approximately four (4) new ASR Wells and appurtenant facilities. These parcels of real property shall not include any existing internal roadways. The ASR Wells and appurtenant facilities shall consist of wells, pump houses, underground pipes and related facilities. Although surveys and legal descriptions have not yet been prepared, the parcels will be located in Township 24 South, Range 34 East, Section 18; south of Pipeline Road and west of the Dyal Plant.

3.7 ASR Wells. Aquifer storage and recovery wells needed by the City to withdraw, treat, store and transport Permitted Allocations of Water from the Taylor Creek Reservoir to its distribution system.

3.8 City Wellfield. That wellfield owned and operated by the City and located in Orange County, Florida as more specifically described in Consumptive Use Permit 2-095-0005UGMR.

3.9 Closing. The date on which the sale of the ASR Parcels shall be consummated.

3.10 Commitment. A written commitment or binder.

3.11 Deposit. Cash deposit in the amount of Five Hundred (\$500.00) Dollars for the purchase of the ASR Parcels.

3.12 District. Refers to the St. Johns River Water Management District.

3.13 Easement Property. Easements in real property presently owned by COP that the City needs in order to construct, operate and maintain facilities needed to treat, store and transport water from the Taylor Creek Reservoir and in order to comply with the

proposed permit conditions contained in Consumptive Use Permit 2-097-0024ANG. These easements consist of the following tracts or interests in real property: (i) Pump Station Parcel; (ii) Alternate Pump Station Parcel; (iii) First Alternate Pipeline Route; (iv) Second Alternate Pipeline Route; (v) Taylor Creek Reservoir Vegetation Monitoring Transects; (vi) Taylor Creek Floodplain Vegetation Monitoring Transects; (vii) Hand Fern Vegetation Monitoring Transects; and, (viii) Reference Wetlands.

3.14 **ECFSI.** Refers to East Central Florida Services, Inc., a company affiliated with COP.

3.15 **Effective Date.** The date of the Contract's complete execution by the City and COP.

3.16 **Environmental Monitoring and Mitigation Easements.** Easements in real property presently owned by COP beyond those included in the Easement Property, that the City may need to acquire in order to monitor vegetation and wildlife; create mitigation wetlands or enhance or preserve wetlands or uplands; as a condition to future environmental permits or government approvals required for the use of the Taylor Creek Reservoir. These easements consist of the following tracts or interests in real property: (i) Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect; (ii) Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect; (iii) Supplemental Hand Fern Vegetation Monitoring Transect; (iv) Supplemental Reference Wetland; and, (v) Mitigation Sites.

3.17 **First Alternate Pipeline Route.** A 100 foot wide permanent easement from either the Pump Station Parcel or the Alternate Pump Station Parcel to the Dyal Water Treatment Plant for access roads, pipelines, swales, electrical power facilities and/or water management facilities. The pipeline will be located underground with above ground valving equipment. This route can generally be described as follows:

Segment 1 ----- From either the Pump Station Parcel or Alternate Pump Station Parcel to the roadway off of the L-73 Canal levee (within Section 5, Township 25 South, Range 34 East, and Section 32, Township 24 South, Range 34 East). This segment is 100 feet wide and approximately 4500 feet long, for an approximate area of 10.33 acres.

Segment 2 -----From the edge of L-73 Canal levee to the edge of State Road 532 (Section 32, Township 24 South, Range 34 East). This segment is 100 feet wide and approximately 4000 feet long for an approximate area of 9.2 acres.

Segment 3 -----From the edge of State Road 532 north along Taylor Creek Road to the City's Dyal Water Treatment Plant (Sections 20, 29, and 32; Township 24 South, Range 34 East). This segment is 100 feet wide and approximately 11,000 feet long for an approximate area of 25.25 acres.

3.18 Hand Fern Vegetation Monitoring Transects. Easements about 100 feet wide covering approximately a total of 12.5 to 22.5 acres in five (5) hand fern monitoring transects to be located in and around the Taylor Creek floodplain downstream of the S-164 Control Structure. These easements are located as follows:

Transect	Length	Area	Location
#1	500 to 1000 ft.	2.5 to 4.5 acres	S4, T25S, R34E S5, T25S, R34E
#2	500 to 1000 ft.	2.5 to 4.5 acres	S33, T24S, R34E
#3	500 to 1000 ft.	2.5 to 4.5 acres	S33, T24S, R34E
#4	500 to 1000 ft.	2.5 to 4.5 acres	S33, T24S, R34E
#5	500 to 1000 ft.	2.5 to 4.5 acres	S33, T24S, R34E

3.19 L-73 Canal. A canal located adjacent to the Taylor Creek Reservoir within both Osceola and Orange Counties, Florida on a portion of the following sections of land:

Township 24 South: Range 33 East, Section 25; Range 34 East, Sections 30, 31 and 32; and

Township 25 South: Range 34 East, Sections 4, 5, 8, 9, 16, 21, 28, 29 and 32.

3.20 Mitigation Sites. Easements covering approximately a total of one hundred (100) acres of uplands or hydrologically impacted wetlands, which could be used to mitigate any adverse impact on wetlands or protected uplands of construction and/or operation activities associated with the City's withdrawal, storage, treatment and distribution of Water from the Taylor Creek Reservoir.

3.21 Option Purchase Price. The full purchase price of Eight Thousand (\$8,000.00) Dollars, calculated on the basis of Two Thousand (\$2,000.00) Dollars per acre, which purchase price shall escalate annually with the Consumer Price Index (All Urban Consumers – U.S. City Average) published by the U.S. Bureau of Labor Statistics or mutually agreed upon substitute index from the Effective Date forward for each Supplemental ASR Parcel.

3.22 Permitted Allocation of Water or Permitted Allocation. The quantity of surface water permitted to be withdrawn for a specific purpose from the Taylor Creek Reservoir or the L-73 Canal and authorized for use by an Appropriate Permit.

3.23 Permitted Conveyance. COP's right to sell, lease and convey easements and other interests in that area where the Supplemental ASR Parcels may be located.

3.24 Policy. A Marketability Title Insurance Policy (ATLA Form "B" Owners).

3.25 Pump Station Parcel. A parcel of real property approximately a total of forty (40) acres in area, which will be the primary location of a raw water intake structure and pump station on or near the L-73 Canal with associated facilities extending to into the Taylor Creek Reservoir. The pump station and associated facilities shall consist of a structure housing pumping equipment and treatment facilities, underground pipes, possibly an above-ground storage tank and related installations. This parcel is located in Osceola County within the Southwest one-quarter of the Northeast one-quarter of Section 5, Township 25 South, Range 34 East. It is square in shape with the diagonal line running roughly along the top of the L-73 Canal.

3.26 Purchase Price. The total purchase price of Forty Thousand (\$40,000.00) Dollars for the ASR Parcels.

3.27 Reference Wetlands. Easements covering approximately a total of 6 to 12 acres in three (3) reference wetlands to be located within Sections 24 and 25 of Township 24 South, Range 33 East. These easements will be located north of the Taylor Creek Reservoir, south of the City Wellfield and border the floodplain of Jim Creek.

3.28 **Restricted Property.** Certain real property currently owned in whole or in part by COP in Orange and Osceola Counties, the approximate boundaries of which are shown on the map attached hereto as Exhibit A.

3.29 **S-164 Control Structure.** A control structure located adjacent to the Taylor Creek Reservoir within Osceola County, Florida in a portion of the Southwest one-quarter of the Northeast one-quarter of Section 5, Township 25 South, Range 34 East.

3.30 **Second Alternate Pipeline Route.** A 100 foot wide permanent easement from either the Pump Station Parcel or the Alternate Pump Station Parcel to the Dyal Water Treatment Plant for access roads, pipelines, swales, electrical power facilities and/or water management facilities. The pipeline will be located underground with above ground valving equipment. This route can generally be described as follows:

Segment 1 ----- From either the Pump Station Parcel or Alternate Pump Station Parcel to the roadway off of the L-73 Canal levee (within Section 5, Township 25 South, Range 34 East, and Section 32, Township 24 South, Range 34 East). This segment is 100 feet wide and approximately 4500 feet long, for an approximate area of 10.33 acres.

Segment 2 ----- From the edge of L-73 levee to the edge of State Road 532 (Section 32, Township 24 South, Range 34 East). This segment is 100 feet wide and approximately 4,000 feet long, for an approximate area of 9.2 acres.

Segment 3 ----- Along State Road 532 to State Road 520, north along State Road 520 to the Dyal Treatment Plant.

3.31 **Settlement Agreement.** That written agreement dated March 24, 1992 between Deseret Ranches of Florida, Inc., the District and the Greater St. Johns River Basin.

3.32 **Substitute Parcel.** Parcels of real property owned by landowners other than COP and its related entities that could be used as the location of up to ten additional ASR Wells and appurtenant facilities.

3.33 **Supplemental ASR Parcels.** Ten parcels of real property, each approximately a total of four (4) acres in area, each of which could be the site of one additional ASR Well and appurtenant facilities. These parcels of real property shall not

include any existing internal roadways. The ASR Wells and appurtenant facilities shall consist of wells, pump houses, underground pipes and related facilities.

3.34 Supplemental Hand Fern Vegetation Monitoring Transect. Easement about 100 feet wide covering up to approximately a total of 4.5 acres in one (1) site to be located in and around the Taylor Creek floodplain downstream of the S-164 Control Structure, which could be the location of a hand fern monitoring transect in addition to those covered by the Hand Fern Vegetation Monitoring Transects, if required by future environmental permits and other governmental approvals.

3.35 Supplemental Reference Wetland. Easement covering up to approximately a total of 4 acres in one (1) site, which could be the location of a wetland monitoring site in addition to those covered by the Reference Wetlands, if required by future environmental permits and other governmental approvals.

3.36 Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect. Easement about 100 feet wide covering up to approximately a total of 6.9 acres in one (1) site to be located in and around the Taylor Creek floodplain downstream of the S-164 Control Structure, which could be the location of a vegetation monitoring transect in addition to those covered by the Taylor Creek Floodplain Vegetation Monitoring Transects, if required by future environmental permits and other governmental approvals.

3.37 Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect. Easement about 100 feet wide covering up to approximately a total of 8.0 acres in one (1) site to be located in and around the Taylor Creek Reservoir, which could be the location of a vegetation monitoring transect in addition to those covered by the Taylor Creek Reservoir Vegetation Monitoring Transects, if required by future environmental permits and other governmental approvals.

3.38 Taylor Creek Floodplain Vegetation Monitoring Transects. Easements about 100 feet wide covering approximately a total of 20 acres in five (5)

vegetation monitoring transects to be located in and around the Taylor Creek floodplain downstream of the S-164 Control Structure. These easements are located as follows:

Transect	Length	Area	Location
#5	3000 ft.	6.9 acres	S33, T24S, R34E
#6	2500 ft.	5.7 acres	S33, T24S, R34E
#7	900 ft.	2.1 acres	S32, T24S, R34E S33, T24S, R34E
#8	1800 ft.	4.1 acres	S32, T24S, R34E R33, T24S, R34E
#9	900 ft.	2.1 acres	S4, T25S, R34E S5, T25S, R34E

3.39 Taylor Creek Reservoir. A body of surface water impounded by a flood control levee located within both Orange and Osceola Counties, Florida, on a portion or all of the following sections of land:

Township 24 South: Range 33 East, Section 36; Range 34 East, Sections 31 and 32;

Township 25 South: Range 33 East, Sections 1, 2, 11, 12, 13, 14, 23, 24, 25 and 26; and

Township 25 South: Range 34 East, Sections 5, 6, 7, 8, 9, 16, 18, 21, 28, and 29.

3.40 Taylor Creek Reservoir Vegetation Monitoring Transects. Easements about 100 feet in width covering approximately a total of 40 acres in ten (10) vegetation monitoring transects to be located in and around the Taylor Creek Reservoir. These easements are located as follows:

Transect	Length	Area	Location
#1	3500 ft.	8.0 acres	S31, T24S, R34E
#2	2000 ft.	4.6 acres	S12, T25S, R33E S7, T25S, R34E
#3	2000 ft.	4.6 acres	S13, T25S, R33E

#4	1000 ft.	2.3 acres	S14, T25S, R33E S13, T25S, R33E S24, T25S, R33E
#5	1000 ft.	2.3 acres	S23, T25S, R33E
#6	1500 ft.	3.5 acres	S24, T25S, R33E
#7	2000 ft.	4.6 acres	S24, T25S, R33E S13, T25S, R33E
#8	2000 ft.	4.6 acres	S7, T25S, R34E S18, T25S, R34E
#9	1500 ft.	3.5 acres	S8, T25S, R34E S5, T25S, R34E
#10	1000 ft.	2.3 acres	S11, T25S, R33E

3.41 **USACOE.** Refers to the United States Army Corps of Engineers.

3.42 **Upstream Tributaries.** The upstream tributaries of the Taylor Creek Reservoir, as follows: (i) North Fork (Sections 10 and 11, Township 25 South, Range 33 East); South Fork (Sections 22, 23 and 26, Township 25 South, Range 33 East); (ii) Bull Branch (Section 18, Township 25 South, Range 34 East); (iii) Gator Branch (Sections 25 and 26, Township 25 South, Range 33 East); (iv) Beef Camp Branch (Sections 14 and 23, Township 25 South, Range 33 East); (v) Bonnet Gully (Sections 2, 3, and 11, Township 25 South, Range 33 East); and (vi) Orange Branch (Section 36, Township 24 South, Range 33 East; Section 31, Township 24 South, Range 34 East).

3.43 **Vested Allocation of Water or Vested Allocation.** The quantity of Water, which is contractually allocated herein for the exclusive use of either the City or COP. Once a quantity of Water becomes a Vested Allocation it is available for the exclusive use of that particular party for the remaining term of this Contract, regardless of whether the quantity of Water is also a Permitted Allocation for any part or all of the remaining term of the Contract.

3.44 **Water.** Refers to surface water from the Taylor Creek Reservoir and the L-73 Canal north of the crossing of State Road 532.

4. **VESTED ALLOCATIONS OF WATER.** The City acknowledges that as of the Effective Date and throughout the term of this Contract, COP is permanently and irrevocably entitled to its Vested Allocations of Water as provided in this Contract irrespective of the existence of any Appropriate Permit authorizing use by the COP. COP's Vested Allocations and Permitted Allocations may only be assigned or transferred in accordance with Section 4.7. COP's Vested Allocations are subject to increase as provided in Section 4.6. Once increased as set forth in Section 4.6, the incremental quantity becomes a Vested Allocation of Water for the remaining term of this Contract. The City agrees that it will not object to, oppose or contest the validity, modification, or renewal of any Appropriate Permit or application for Appropriate Permit authorizing the use by COP of any present or future Vested Allocation of Water. The City further agrees that it will not apply for any Appropriate Permit to use any COP Vested Allocation or otherwise attempt to use any COP Vested Allocation. Similarly, COP acknowledges that as of the Effective Date and throughout the term of this Contract the City is permanently and irrevocably entitled to Vested Allocations of Water as provided in this Contract, irrespective of the existence of any Appropriate Permit authorizing use by the City. The City's Vested Allocations and Permitted Allocations may only be assigned or transferred in accordance with Section 4.7. The City's Vested Allocations are subject to increase as provided in Section 4.6. Once increased as set forth in Section 4.6, the incremental quantity becomes a Vested Allocation of Water for the remaining term of this Contract. COP agrees that it will not object to, oppose or contest the validity, modification, or renewal of any Appropriate Permit or application for Appropriate Permit authorizing the use by the City of any present or future Vested Allocation of Water. COP further agrees that it will not apply for any Appropriate Permit to use any of the City's Vested Allocations or otherwise attempt to use any of the City's Vested Allocations.

4.1 **COP's Vested Allocation of Water: 823 Million Gallons.** The City acknowledges COP has a Vested Allocation of Water consisting of 823 million gallons per

annum. The City also acknowledges that this Vested Allocation is a Permitted Allocation and therefore currently authorized for use by Consumptive Use Permit 23770. COP's Vested Allocation may only be assigned or transferred in accordance with Section 4.7. The City shall not oppose, impede or interfere with the continuation, modification, or renewal of Consumptive Use Permit 23770 by COP, nor shall the City oppose, impede or interfere with COP's right to increase this Vested Allocation (and the Permitted Allocation) as provided in Section 4.6; provided, however, any increase in the Vested Allocation (and the Permitted Allocation) shall not interfere or take precedence over any previously Vested Allocation of the City, and any change in the location of the withdrawal points currently permitted under Consumptive Use Permit 23770 shall not substantially interfere with the City's Vested Allocation of water under the pending Consumptive Use Permit 2-097-0024ANG. The City further agrees that it will not apply for any Appropriate Permit or otherwise attempt to use any part of the COP's Vested Allocation of 823 million gallons during the term of this Contract.

4.2 COP's Vested Allocation of Water: 125 Million Gallons. The City acknowledges COP has a Vested Allocation of Water consisting of 125 million gallons per annum. The City also acknowledges that this Vested Allocation is also a Permitted Allocation and therefore currently authorized for use by Consumptive Use Permit 2-095-0003UM5. COP's Vested Allocation may only be assigned or transferred in accordance with Section 4.7. The City shall not oppose, impede or interfere with the continuation, modification, or renewal of Consumptive Use Permit 2-095-0003UM5 by COP, nor shall the City oppose, impede or interfere with COP's right to increase the Vested Allocation (and the Permitted Allocation) as provided in Section 4.6; provided, however, any increase of the Vested Allocation (and the Permitted Allocation) shall not interfere or take precedence over any previously Vested Allocation of Water of the City, and any change in the location of the withdrawal points currently permitted under Consumptive Use Permit 2-095-0003UM5 shall not substantially interfere with the City's Vested Allocation of water under the pending

Consumptive Use Permit 2-097-0024ANG. The City further agrees that it will not apply for any Appropriate Permit or otherwise attempt to use any part of the COP's Vested Allocation of 125 million gallons of water during the term of this Contract. (2 M6 D)

4.3 City's Vested Allocation of Water: 4.38 Billion Gallons. COP acknowledges the City has a Vested Allocation of Water consisting of 4.38 billion gallons per annum. COP also acknowledges that this Vested Allocation will become a Permitted Allocation upon issuance of Consumptive Use Permit 2-097-0024ANG. The City's Vested Allocation may only be assigned or transferred in accordance with Section 4.7. The COP shall not oppose, impede or interfere with the continuation, modification, or renewal of Consumptive Use Permit 2-097-0024ANG by the City, nor shall the COP oppose, impede or interfere with the City's right to increase the Vested Allocation (and the Permitted Allocation) as provided in Section 4.6; provided, however, any increase of the Vested Allocation (and the Permitted Allocation) shall not interfere or take precedence over any previously Vested Allocation of Water of the COP, and any change in the location of the withdrawal points permitted under Consumptive Use Permit 2-097-0024ANG shall not substantially interfere with the COP's Vested Allocation of Water under Consumptive Use Permits 23770 and 2-095-0003UM5. The COP further agrees that it will not apply for any Appropriate Permit or otherwise attempt to use any part of the City's Vested Allocation of 4.38 billion gallons during the term of this Contract.

4.4 COP's Additional Vested Allocation of Water. The City's shall not oppose, impede or interfere with COP's use or attempt to permit the use of a quantity of Water beyond the Vested Allocations provided in Sections 4.1 and 4.2; provided such additional quantities shall not cause the City to lose any previously Vested Allocation.

4.5 City's Additional Vested Allocation of Water. COP shall not oppose, impede or interfere with the City's use or attempt to permit the use of a quantity of Water beyond the Vested Allocations provided in Section 4.3; provided such additional quantities shall not cause COP to lose any previously Vested Allocation.

4.6 Procedure for Increasing Vested Allocation of Water.

4.6.1 The Vested Allocations of Water so designated in Sections 4.1, 4.2 and 4.3 shall remain Vested Allocations during the term of this Contract.

4.6.2 COP and the City shall have the right to increase their respective Vested Allocations of Water as provided in Section 4.4 and 4.5.

4.6.3 Upon filing of an application for the Appropriate Permit with the Appropriate Regulatory Agency by the Applicant, the requested quantity of Water shall become a temporary Vested Allocation of Water and provisions of Sections 4.4 and 4.5 shall apply to prevent the other party from opposing, impeding or interfering with the application for a period of two (2) years from the date the application is filed, or denial of the application or withdrawal of the application or issuance of the Appropriate Permit, whichever shall first occur.

4.6.4 Upon issuance of the Appropriate Permit, the temporary Vested Allocation shall become a Vested Allocation of Water of the Applicant for the remaining term of this Contract; unless, the quantity of Water authorized under the Appropriate Permit is less than the temporary Vested Allocation, in which case the Vested Allocation shall be the same as the quantity of Water authorized under the Appropriate Permit for the remaining term of this Contract.

4.6.5 In the event the temporary Vested Allocation does not become a Vested Allocation as provided in Section 4.6.4 within two years of filing of the application, or in the event of denial by the Appropriate Regulatory Agency or withdrawal of the permit, the other party (the non-applicant) may file an application for the Appropriate Permit and the provisions of Section 4.6.3 and 4.6.4 shall apply. In the event that both parties have an application for an Appropriate Permit pending simultaneously, neither party shall oppose, impede or interfere with the approval of the application filed by the other party.

4.6.6 The two year time period granted an Applicant under Sections 4.6.3 and 4.6.5 to convert its temporary Vested Allocation into a Vested Allocation shall be tolled by any

administrative or judicial proceedings initiated by the Applicant or some third party. This time period shall begin running again upon issuance of a final order by the Appropriate Regulatory Agency, or in the event of an appeal, upon issuance of a mandate by the appellate court.

4.7 Transfer of Vested Allocations And Permitted Allocations of Water. COP may assign or transfer its Vested Allocations, Permitted Allocations or any Appropriate Permit to entities owned, controlled or affiliated with COP or any subsidiary thereof without the City written consent; provided, the assignee or transferee agrees to be bound by COP's contractual obligations under Sections 4 and 5 and execute an appropriate form as specified in Section 22. COP shall not assign or transfer its Vested Allocations or Permitted Allocations to entities it does not own or control or who are not affiliated with COP, without the City's written consent. The City shall not assign or transfer its Vested Allocations or Permitted Allocations without COP's written consent.

5. COP'S ADDITIONAL DUTIES REGARDING PERMITTING OF CITY'S WITHDRAWAL OF WATER FROM TAYLOR CREEK RESERVOIR.

5.1 Voluntary Dismissal with Prejudice of COP's Challenge to the City's Application for Consumptive Use Permit 2-097-0024ANG. Within five (5) days following the Effective Date, COP shall voluntarily dismiss with prejudice its Petition for Formal Hearing in the case of *Corporation of the President of the Church of Jesus Christ of Latter Day Saints v. City of Cocoa, et al.*, DOAH Case No. 91-5402, using the form attached hereto as Exhibit B. Neither COP nor any business entity owned or controlled by COP shall oppose, impede or interfere with the District's final approval of the City's pending consumptive use permit application or the approval of the City's pending consumptive use permit application by the Florida Land and Water Adjudicatory Commission or an appellate court, should the District's Final Order be appealed. COP and the City shall bear their own attorneys fees and costs with respect to DOAH Case 91-5402.

5.2 Permits And Other Government Approvals Needed for City's Taylor Creek Reservoir Project. Neither COP nor any business entity owned or controlled by COP or by one of COP's subsidiary or affiliated companies shall contest, oppose, impede or interfere with any permit or other government approval required for the City to withdraw, store and/or transport water from the Taylor Creek Reservoir pursuant to the terms and conditions of this Contract, including but not limited to zoning changes or zoning variances on any easement or fee simple interest currently held by the City, any easement or fee simple interest acquired by the City under this Contract and any easement or fee simple interest acquired by the City from someone other than COP and its affiliated companies; provided said permit or government approval shall not cause COP or any business entity owned or controlled by COP to lose any Vested Allocation of Water or otherwise substantially interfere with any permitted land use of COP as provided in Section 6.2. Except as to any easement or fee simple interest acquired by the City under this Contract, the City shall not seek or obtain any rezoning or variance on any real property owned by COP on the Effective Date. Upon termination or expiration of this Contract, the City shall seek to restore within one (1) year any easement acquired by the City under this Contract, with the exception of any Mitigation Site, to the zoning classification in effect on the Effective Date, if so requested by COP. COP recognizes the City exercises no zoning authority over the easement property in question and the decision to restore the original zoning classification for this property rests exclusively with other political subdivisions of the State of Florida, including, but not limited to Orange and Osceola Counties.

5.3 Operating Elevation Of Taylor Creek Reservoir. Neither COP, any business entity owned or controlled by COP or by one of COP's subsidiary or affiliated companies nor the City shall contest, oppose, impede or interfere with any action by the other party to modify the operating schedule for the Taylor Creek Reservoir up to a high elevation of 47.5 feet NGVD or down to a low elevation of 36 feet NGVD. Upon the Effective Date, COP and the City consent without further action to having the Taylor Creek

Reservoir operated up to a high elevation of 47.5 feet NGVD or down to a low elevation of 36 feet NGVD. Neither the City nor COP shall request the USACOE to increase the upper limit of the operating schedule for the Taylor Creek Reservoir above 47.5 feet NGVD or reduce the lower limit of the operating schedule below 36 feet NGVD without the other party's express written consent.

6. COP'S USE RIGHTS PRESERVED.

6.1 Reclassification of Taylor Creek Reservoir and Associated Watershed. The City shall not initiate or request reclassification of the Taylor Creek Reservoir or associated watershed to Class I Waters pursuant to Chapter 403, Florida Statutes, and Chapter 17-302, Florida Administrative Code, or any similar or more restrictive statutory, regulatory or administrative classification during the term of this Contract. The City and COP shall vigorously oppose and contest any effort or attempt any such reclassification through litigation, if necessary, including administrative and state court challenges, with subsequent appeals to the appropriate court of last resort.

6.2 COP's Land Uses Preserved. COP shall have the right to use the Restricted Property for all existing and future land uses permitted by law. Currently, the land uses on the Restricted Property include but are not limited to, cattle grazing, fertilizer application, pesticide application, herbicide application, timber harvest, wildlife management, hunting leases, fishing leases, residences for members of the fish camp including wells, septic tanks, and the use of boats equipped with gasoline combustion engines. It is anticipated that as the fish camp is expanded or as new members build their own residences, additional wells and septic tanks may be installed. The City covenants that it will not object to, oppose or contest the continuation or expansion of any existing land use on the Restricted Property. The City further covenants not to object to, oppose or contest the development of the Restricted Property for residential and commercial use, including retention ponds and other surface water management systems. Additionally, the City shall not oppose, impede or interfere with any future land use reclassifications, zoning changes or

development approval of the Restricted Property. The foregoing notwithstanding, COP agrees that during the term of this Contract, COP shall not use the Restricted Property in a manner that would result in the introduction of hazardous or toxic substances or other similar contaminants into the Taylor Reservoir that would make the City's use of the surface water from the Taylor Creek Reservoir economically impracticable.

6.3 Drawdown of Taylor Creek Reservoir by COP. The City shall not contest any drawdown of the Taylor Creek Reservoir initiated at COP's request for fish propagation purposes; provided, the City receives at least one (1) year's advance notice of the proposed drawdown, the frequency of the drawdown is limited to once every five (5) years, and COP seeks regulatory approval to conduct the drawdown during the months of March, April and May, if feasible and permissible. COP shall not seek a drawdown of the Taylor Creek Reservoir that will result in a maximum operating elevation below 36 feet NGVD without the City's express written consent.

7. SURVEYING ACTIVITIES.

7.1 General. The City and COP acknowledge that in order to construct, operate and maintain facilities needed by the City to withdraw, store and/or transport water from the Taylor Creek Reservoir, from time to time it will be necessary for the City and/or its consultants to perform certain surveying activities in and around the Taylor Creek Reservoir, the L-73 Canal, the S-164 Control Structure, the Taylor Creek floodplain downstream of the S-164 Control Structure and the proposed pipeline routes.

7.2 COP's Authorization. COP authorizes the City to conduct surveying activities on the following sections of its property north of the crossing of State Road 532 to the extent such activities comply with the requirements of applicable law, including Sections 471.027 and 472.029, Florida Statutes:

L-73 CANAL AND LEVEE

Township 24 South, Range 33 East, Section 25; and

Township 24 South, Range 34 East, Sections 30, 31 and 32; and

Township 25 South, Range 34 East, Sections 4, 5, 8, 9, 16, 21, 28,
28, 29 and 32.

S-164 CONTROL STRUCTURE – Section 5 of Township 25 South, Range 34
East.

TAYLOR CREEK FLOODPLAIN

Township 24 South, Range 34 East, Sections 32 and 33; and

Township 25 South, Range 34 East, Sections 4 and 5.

TAYLOR CREEK RESERVOIR

Township 24 South, Range 33 East, Section 36; and

Township 24 South, Range 34 East, Sections 31 and 32; and

Township 25 South, Range 33 East, Sections 1, 2, 10, 11, 12, 13, 14,
22, 23, 24, 25 and 26; and

Township 25 South, Range 34 East, Sections 5, 6, 7, 8 and 18.

7.3 **Notice to COP.** The City agrees to provide COP at least five (5) days prior written notice of any surveying activities. The notice shall identify the time, date and location of these surveying activities and the person designated by the City to conduct them.

7.4 **Damages Resulting from Surveying Activities.** Nothing in Section 7 shall be construed as authorizing the City to destroy, injure, damage or alter anything on COP's property. The City shall be financially responsible for any physical damage to, or destruction of, personnel or real property resulting from its surveying activities. In addition, the City shall indemnify COP for all claims, demands, lawsuits, judgments and damages arising from or during any surveying activities as provided in Section 18.

7.5 **Copies of Documents.** The City shall provide COP with copies of all surveys, sketches and field notes prepared by the City or any third party on the City's behalf, as a result of the surveying activities provided in this Section within ninety (90) days of preparation.

8. **GRANT OF LICENSE TO CONDUCT FIELD INVESTIGATIONS.** COP, in consideration of Ten (\$10.00) Dollars, paid by the City

to COP, and other valuable consideration, receipt of which is hereby acknowledged by COP, grants the City a license for a period of four (4) years starting on the Effective Date to conduct certain field investigations on specific parcels of COP's real property, that are particularly described below, on the following described terms and conditions:

8.1 Geotechnical Investigations.

8.1.1 General. The City is authorized to conduct geotechnical investigations on those specific parcels of property described below to: (i) determine the suitability of the City's proposed pump station location, (ii) determine the stability of the L-73 Canal levee and the S-164 Control Structure, (iii) assess the amount of available bank storage, (iv) assess the amount of seepage through the L-73 Canal levee, and (v) analyze subsurface conditions on the parcel(s) where ASR Wells are to be located and along the proposed routes of the City's pipelines.

8.1.2 Pump Station Parcel. COP shall provide the City temporary access to the Pump Station Parcel.

8.1.3 Alternative Pump Station Parcel. COP shall provide the City temporary access to the Alternative Pump Station Parcel.

8.1.4 L-73 Canal Access Parcel. COP shall provide the City temporary access to the length of the L-73 Canal from its north end south to the crossing on State Road 532, with a width of 1320 feet from either side of the centerline of the top of the levee.

8.1.5 L-73 Canal and S-164 Control Structure Access Parcel. COP shall provide the City access to the L-73 Canal and levee and the S-164 Control Structure for sampling equipment which may include drill rigs, augers and other devices.

8.1.6 Perimeter Sampling Parcel. COP shall provide the City access to the upland perimeter of the Taylor Creek Reservoir to conduct bank storage sampling. This sampling will be conducted below the 45 foot NGVD contour of the Taylor Creek Reservoir. Said 45 foot NGVD contour is contained within the following sections of land:

Township 24 South: Range 33 East, Section 36; Range 34 East, Sections 31 and 32; and

Township 25 South: Range 33 East, Sections 1, 2, 11, 12, 13, 14, 23, 24, 25 and 26; and

Township 25 South: Range 34 East, Sections 5, 6, 7, 8, 9, 16, 18, 21, 28, and 29.

8.1.7 Easement Access Parcel I. COP shall provide the City temporary access to the First Alternate Pipeline Route

8.1.8 Easement Access Parcel II. COP shall provide the City temporary access to the Second Alternate Pipeline Route

8.1.9 ASR Parcels Access Parcel. COP shall provide the City temporary access to the ASR Parcels

8.1.10 Alternate ASR Parcel Access Parcel. If the City concludes pursuant to Section 9.13 that the ASR Parcels are not suitable for the construction, operation or maintenance of ASR wells in whole or in part, COP shall provide the City temporary access to the Alternate ASR Parcel.

8.1.11 Supplemental ASR Access Parcel. If the City concludes pursuant to Section 10 that additional ASR Wells are needed on COP's real property, and all preconditions to the exercise of the option granted the City under Section 10 have occurred, COP shall within fifteen (15) days of receiving notice provide the City access to the real property described in Section 10.3. Section 8 notwithstanding, the license granted under Section 8.1.11 shall expire sixty (60) days from the date the City is granted access to the real property.

8.1.12 Damages Resulting from Geotechnical Investigations. Nothing in Section 8 shall be construed as authorizing the City to destroy, injure, damage or alter anything on COP's property. The City shall be financially responsible for any physical damage to, or destruction of, personal or real property resulting from geotechnical investigations. In

addition, the City shall indemnify COP for all claims, demands, lawsuits, judgments and damages arising from or during any geotechnical investigations as provided in Section 18.

8.1.13 Copies of Documents. The City shall provide COP with copies of all documents prepared in connection with geotechnical investigations by the City or any third party on the City's behalf, as a result of the geotechnical investigations within ninety (90) days of preparation.

8.2 Water Treatment Pilot Plant Testing and Sampling Program.

8.2.1 General. The City is authorized to conduct a temporary water treatment pilot plant testing and sampling program on the Pump Station Parcel or the Alternate Pump Station Parcel to determine design parameters for the City's proposed withdrawal, treatment and transmission facilities. The pilot plant will be used to test the ability of various chemical, biological and mechanical systems to treat water from the Taylor Creek Reservoir to meet primary and secondary drinking water standards. Treated potable water may be discharged from the pilot plant to the Taylor Creek Reservoir. The City shall not produce any discharge of chemicals or other substances, or any odors so as to constitute a nuisance or violate any applicable statute, rule or permit.

8.2.2 Water Treatment Pilot Plant Testing Facility. COP shall permit the City to locate a temporary mobile facility for a period not to exceed 52 weeks on either the Pump Station Parcel or the Alternate Pump Station Parcel to conduct pilot testing. COP shall also permit the City to install and operate temporary pumping facilities on either the Pump Station Parcel or the Alternate Pump Station Parcel for a period not to exceed 52 weeks to withdraw water from the Taylor Creek Reservoir, transport water to the mobile facility and discharge water from said facility to a discharge point. COP shall provide access to the mobile facility from the north and south sides of the S-164 Control Structure.

8.2.3 Damages Resulting from Water Testing and Sampling Programs. Nothing in Section 8 shall be construed as authorizing the City to destroy, injure, damage or alter anything on COP's property without first obtaining COP's written permission. The

City shall be financially responsible for any physical damage to, or destruction of, personnel or real property resulting from water testing and sampling programs. In addition, the City shall indemnify COP for all claims, demands, lawsuits, judgments and damages arising from or during any water testing or sampling programs as provided in Section 18.

8.2.4 Copies of Documents. The City shall provide COP with copies of all documents prepared in connection with water testing and sampling programs by the City or any third party on the City's behalf, as a result of the water testing and sampling programs within ninety (90) days of preparation.

8.3 Hydrologic/Hydraulic Investigations.

8.3.1 General. The City is authorized to conduct hydrologic/hydraulic investigations to assess: (i) stage-storage characteristics of the Taylor Creek Reservoir, (ii) stage-discharge characteristics of the S-164 control structure, (iii) hydraulic characteristics of the L-73 Canal and the downstream channel of Taylor Creek, and (iv) the hydraulic characteristics of the Upstream Tributaries.

8.3.2 Hydrologic/Hydraulic Investigation Parcel. COP shall provide the City temporary access to the S-164 Control Structure, the L-73 Canal and levee from its north end to the crossing on State Road 532, the floodplain of Taylor Creek downstream of the S-164 Control Structure, and the channels of the Upstream Tributaries.

8.3.3 Damages Resulting from Hydrologic/Hydraulic Investigations. Nothing in Section 8 shall be construed as authorizing the City to destroy, injure, damage or alter anything on COP's property. The City shall be financially responsible for any physical damage to, or destruction of, personnel or real property resulting from hydrologic/hydraulic investigations. In addition, the City shall indemnify COP for all claims, demands, lawsuits, judgments and damages arising from or during any hydrologic/hydraulic investigations as provided in Section 18.

8.3.4 Copies of Documents. The City shall provide COP with copies of all documents prepared in connection with hydrologic/hydraulic investigations by the City or

any third party on the City's behalf, as a result of the hydrologic/hydraulic investigations within ninety (90) days of preparation.

8.4 Ecological Investigations.

8.4.1 General. The City is authorized to conduct ecological investigations to assess the environmental impacts of withdrawals from the Taylor Creek Reservoir and/or changes in the operating schedule for the Taylor Creek Reservoir on vegetation and wildlife in and around the Taylor Creek Reservoir and the Taylor Creek floodplain downstream of the S-164 Control Structure.

8.4.2 Access to Property. COP shall provide the City access to the S-164 Control Structure, the L-73 Canal and levee from its north end to the crossing on State Road 532 and the floodplain of Taylor Creek downstream of the S-164 Control Structure.

8.4.3 Damages Resulting from Ecological Investigations. Nothing in Section 8 shall be construed as authorizing the City to destroy, injure, damage or alter anything on COP's property. The City shall be financially responsible for any physical damage to, or destruction of, personnel or real property resulting from ecological investigations. In addition, the City shall indemnify COP for all claims, demands, lawsuits, judgments and damages arising from or during ecological investigations as provided in Section 18.

8.4.4 Copies of Documents. The City shall provide COP with copies of all documents prepared in connection with ecological investigations by the City or any third party on the City's behalf, as a result of the ecological investigations within ninety (90) days of preparation.

8.5 Investigation Procedure. Before any field investigations authorized pursuant to Sections 8.1 through 8.4 are to occur, the City shall comply with the following procedure:

8.5.1 Notice. The City agrees to provide COP at least five (5) days prior written notice of any investigation activities. The notice shall identify the time, date and location of these activities and the person(s) designated by the City to conduct them.

8.5.2 Observation by COP Employee. COP is entitled to designate an employee or agent to observe the City's field investigations and otherwise accompany the City's representatives. However, any expenses associated with such observations shall be borne by COP.

8.5.3 Access to Property. COP shall provide the City with keys to locks or combination locks for any COP gates preventing access to the property where the field investigations are to occur. The City shall return any keys to COP within seven (7) days after the license granted under Section 8 expires.

8.5.4 Damages Resulting from Investigations. The City shall be financially responsible for any physical damage to, or destruction of, personnel or real property resulting from its field investigation activities. In addition, the City shall indemnify COP for all claims, demands, lawsuits, judgments and damages arising from or during any field investigation activities as provided in Section 18.

8.5.5 Copies of Documents. The City shall provide COP with copies of all documents prepared in connection with its field investigations by the City or any third party as a result of the field investigations within ninety (90) days of preparation.

8.6 Early Termination of License. The license granted under Section 8 shall expire and not extend to any property acquired by the City pursuant to Sections 9 through 12.

9. **PURCHASE AND SALE OF ASR PARCELS.** For and in consideration of the mutual covenants and promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and COP agree as follows:

9.1 **Purchase Price.** COP shall sell to the City and the City shall purchase from COP the ASR Parcels for the Purchase Price payable at the time of Closing by cashier's check or certified funds. The approximate location of the proposed ASR Parcels are within the area depicted on the map attached hereto as Exhibit C.

9.2 **Deposit.** COP acknowledges receipt from the City of the Deposit to apply to the Purchase Price of the ASR Parcels at Closing.

9.3 **Closing.** The Closing shall take place on or before one hundred and twenty (120) days from the Effective Date. The exact date for the Closing on the ASR Parcels shall be set by the City, with at least five (5) days prior notice to COP. This sale shall be closed at the offices of de la Parte & Gilbert, P.A., One Tampa City Center, Suite 2300, Tampa, Florida 33602, or at such other location acceptable to the City.

9.4 **Costs.** COP shall pay all expenses incidental to transfer of title to the ASR Parcels, including, but not limited to, recording fees, documentary stamps, and similar expenses, as well as the cost of recording any corrective instruments required to perfect title.

9.5 **Conveyance.** Upon payment of the Purchase Price, COP shall convey in fee simple the ASR Parcels to the City by statutory warranty deed using the form attached hereto as Exhibit D. Said conveyance is to be free and clear of all liens and encumbrances, except for: (i) taxes and assessments for the year of closing and subsequent years; (ii) zoning ordinances of record and local government restrictions of record; and, (iii) public utility easements of record.

9.6 **Remedies Upon Default.** If the City fails to perform its obligations under Section 9 within the time specified, the Deposit may be retained by COP as liquidated damages and in full settlement of any claims under Section 9; whereupon, the City and COP shall be relieved of all obligations under Section 9, or COP, at COP's option, may proceed in equity to enforce COP's rights under Section 9. If, for any reason other than failure of COP to make its title marketable after diligent effort, COP fails, neglects or refuses to perform under Section 9, the City may seek specific performance or elect to receive the return of its Deposit without thereby waiving any action for damages resulting from COP's failure, neglect, or refusal to perform.

9.7 Title Insurance.

9.7.1 COP shall obtain and deliver to the City within a reasonable time after the Closing, a Policy unqualified, on the ASR Parcels in the amount of the Purchase Price; such Policy to be issued by a title insurance company. COP shall pay the reasonable Policy premium for said Policy at Closing. COP shall further cause to be delivered to the City within twenty (20) days of the Effective Date a Commitment and copies of all documents affecting title to the ASR Parcels as shown on said Commitment.

9.7.2 In the event the Commitment for the Policy shows an exception to title, the City shall notify COP or its attorney in writing within ten (10) days of receipt of the Commitment specifying the material defects which exist with respect to the title and which, in the City's reasonable opinion, materially, adversely affect the use, value or marketability of the ASR Parcels. COP agrees to proceed immediately and diligently to cure any defects in title for which it has received notice hereunder. COP shall have a period of sixty (60) days after receipt of such written notice within which to cure any material defects in title so that the Policy will be written without such defect. Subject to the other terms and provisions of this Contract, the sale of the ASR Parcels shall be closed within ten (10) days after written proof of the successful completion of such cure being provided to the City; provided, however, no such Closing shall be earlier than the date of Closing as hereinafter provided. If COP, after a good faith effort, fails to cure the defects within the time provided, the City may, at its option, either (i) request return of its Deposit and terminate Section 9, thereupon all rights and liabilities arising under Section 9 shall terminate, or (ii) waive all conditions in Section 9.6 and, subject to all other terms and provisions of Section 9, close this transaction in the same manner as if no such defect or defects had been found.

9.8 **Survey.** The City shall, at its own expense, obtain a survey of the ASR Parcels prior to Closing, certified in a manner sufficient for the issuance of a title insurance commitment deleting the survey exception, said certification to include COP, the City and the title insurance company. If the survey shows any encroachments or that improvements

intended to be located on the ASR Parcels in fact encroach on setback lines, easements, lands owned by other persons or violate any restrictions, agreements, covenants or applicable governmental regulations, the same shall be treated as a title defect.

9.9 Lien and Possession Affidavit. At Closing, COP shall furnish a Seller's Affidavit in a form acceptable to the title company and sufficient to remove standard printed exceptions to title in the Policy regarding (i) unrecorded matters (except general real estate taxes not yet due and payable); (ii) parties in possession, and (iii) mechanics' liens.

9.10 Withholding Tax. At Closing, COP shall furnish an Affidavit in compliance with Section 1445 of the Internal Revenue Code of 1954, as amended, establishing that COP is not a "foreign person."

9.11 Public Disclosure. At least ten (10) days prior to Closing, COP shall furnish an Affidavit in compliance with Section 286.23, Florida Statutes.

9.12. Survival. Any provision of Section 9 which by its nature and effect is required to be observed, kept or performed after Closing shall survive the Closing and shall not be merged therein but shall remain binding upon and for the benefit of the parties hereto and their respective successors and assigns until fully observed, kept or performed.

9.13 Testing Results And Option to Acquire Alternate ASR Parcel. In the event the City concludes, based on the results of tests performed on the ASR Parcels, they is not suitable for the construction, operation or maintenance of ASR wells in whole or in part, the City may at its option acquire the Alternate ASR Parcel. The Alternate ASR Parcel shall be located within the area depicted on the map attached hereto as Exhibit E. The City shall have one hundred and twenty (120) days from the Effective Date to exercise this option. The purchase and sale of the Alternative ASR Parcel shall be governed by Sections 9.1 through 9.12, except the purchase price for the Alternate ASR Parcel shall be Twenty-Four Thousand (\$24,000.00) Dollars.

9.14 Use of ASR Parcels or Alternate ASR Parcel. The purchase price for the ASR Parcels or the Alternate ASR Parcel has been established in part upon the City's

representation and agreement, which shall survive closing, that neither the ASR Parcels nor the Alternate ASR Parcel shall be utilized for water treatment or above-ground water storage or in any other manner that would create a nuisance. The City agrees that the use of the ASR Parcels or the Alternate Parcel shall be limited to underground storage of water and the operation of associated and appurtenant facilities and this agreement shall survive the closing.

10. GRANT OF CONDITIONAL OPTION FOR SUPPLEMENTAL ASR PARCELS. COP, in consideration of Ten (\$10.00) Dollars, paid by the City to COP, and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged by COP, grants the City a conditional option to purchase Supplemental ASR Parcels, on the following described terms and conditions:

10.1 Option Term. The term of the option granted by COP to the City pursuant to Section 10 of this Contract shall be for a period of fifteen (15) years, starting on the Effective Date.

10.2 Purchase Price. The Option Purchase Prices shall be payable at closing, as hereinafter provided upon election by the City to exercise this option.

10.3 Exercise of Option. The City may only exercise its option to purchase any Supplemental ASR Parcel, after it has pursued all available legal methods and remedies to obtain Substitute Parcels, including but not limited to, the exercise of the power of eminent domain. In the event the City is unable to obtain a Substitute Parcel by exhaustion of all available legal methods and remedies, the City may exercise its option to acquire the Supplemental ASR Parcels, by giving COP written notice of its decision to acquire one or more Supplemental ASR Parcels any time prior to expiration of the option term specified in Section 10.3. The Supplemental ASR Parcels shall be located within the area depicted on the map attached hereto as Exhibit F shall be near the property owned by the City where the Dyal Water Treatment Plant is located and shall not be adjacent to a road. The exercise by the City of its option to acquire a Supplemental ASR Parcel shall not preclude the City from subsequently exercising its option to acquire additional Supplemental ASR Parcels; provided

that the City has first pursued all available legal methods and remedies to obtain another Substitute Parcel for the additional Supplemental Parcel previously acquired by the City. The total number of Supplemental ASR Parcels acquired by the City shall not exceed ten and the combined area of all Supplemental ASR Parcels shall not exceed forty (40) acres. None of the Supplemental ASR Parcels shall be utilized for water treatment or in any manner that would create a nuisance. The City agrees that the use of any Supplemental ASR Parcel should be limited to underground storage of water and the operation of associated and appurtenant facilities. These covenants shall survive closing.

10.4 Right Of First Refusal. During the term of the option granted to the City pursuant to Section 10 of this Contract, COP shall have the right to conduct a Permitted Conveyance. However, prior to any Permitted Conveyance, the COP shall first provide the City with written notice of the intended Permitted Conveyance, after which the City shall have a period of ninety (90) days to exercise a right of first refusal to acquire the interest intended to be conveyed as a Permitted Conveyance upon the same terms and conditions as described in the notice. In the event the City elects to exercise this right of first refusal with respect to any Permitted Conveyance that is less than the entire fee simple interest, any payments made by the City shall subsequently be applied as a credit against the purchase price of any Supplemental ASR Parcel subject to such Permitted Conveyance that the City elects to purchase under the option granted by Section 10 of this Contract.

10.5 Closing. The sale of any Supplemental ASR Parcel shall be closed on before sixty (60) days from the City's exercise of the option pursuant to Section 10.3. The exact date for the Closing on the Supplemental ASR Parcel shall be set by the City, with at least five (5) days prior notice to COP. This sale shall be closed at such location acceptable to the City.

10.6 Costs. COP shall pay all expenses incidental to transfer of title to a Supplemental ASR Parcel, including, but not limited to, recording fees, documentary

stamps, and similar expenses, as well as the cost of recording any corrective instruments required to perfect title.

10.7 Conveyance. COP shall convey title to the Supplemental ASR Parcel(s) in fee simple to the City by statutory warranty deed using the form attached hereto as Exhibit G. Said conveyance is to be free and clear of all liens and encumbrances, except for: (i) taxes and assessments for the year of closing and subsequent years, (ii) zoning ordinances of record and local government restrictions of record, and (iii) public utility easements of record.

10.8 Remedies Upon Default. If the City fails to perform its obligations regarding the exercise of its option to one or more Supplemental ASR Parcels under Section 10 within the time specified, COP shall be relieved of all obligations under Section 10 regarding the specific Supplemental ASR Parcel(s) in question. However, neither COP nor the City shall be relieved of complying with all conditions if the City subsequently attempts to exercise its option with respect to any other Supplemental ASR Parcel during the option term. If, for any reason other than failure of COP to make its title marketable after diligent effort, COP fails, neglects or refuses to perform under Section 10 of this Contract, the City may seek specific performance or elect to receive the return of any payments of the Option Purchase Price without thereby waiving any action for damages resulting from COP's failure, neglect or refusal to perform.

10.9 Title Insurance. During the term of the option granted by COP to the City pursuant to Section 10, COP shall do nothing that will render title to the real property unmarketable and shall promptly clear any defects to the title. Within twenty (20) days of the City exercising its option to acquire one or more Supplemental ASR Parcels, COP shall deliver to the City a title insurance commitment to be followed by a policy, at COP's expense, issued by a title insurance company acceptable to the City, which agrees to issue to the City upon recording of the deed, an owner's policy of title insurance in the amount of the Option Purchase Price, insuring title to the Supplemental ASR Parcel(s), plus complete legible copies of all instruments referred to in the commitment as affecting title. The City

shall have ten (10) days from the date of receiving the title insurance commitment and copies of the instruments affecting title in which to examine the documentation, and if said title is found defective the City shall notify COP of the defects. If any of the defects specified by the City render the title objectionable, COP shall have one hundred eighty (180) days from the receipt of said notice in which to cure the defects, including the bringing of lawsuits, and if COP is unsuccessful in curing the defects within said one hundred eighty (180) day period, the City shall have the option of either: (i) accepting title as is or (ii) requesting the return of any payment of the Option Purchase Price and rescinding its attempt to acquire the Supplemental ASR Parcel(s) in question.

10.10 Survey. The City shall, at its own expense, obtain a survey of the Supplemental ASR Parcel(s) in question, certified in a manner sufficient for the issuance of a title insurance commitment deleting the survey exception, said certification to include COP, the City and the title insurance company. If the survey shows any encroachments or that improvements intended to be located on the Supplemental ASR Parcel in fact encroach on setback lines, easements, lands owned by other persons or violate any restrictions, agreements, covenants or applicable governmental regulations, the same shall be treated as a title defect.

10.11 Lien and Possession Affidavit. At Closing, COP shall furnish a Seller's Affidavit in form acceptable to the title company and sufficient to remove standard printed exceptions to title in the Policy regarding (i) unrecorded matters (except general real estate taxes not yet due and payable) (ii) parties in possession, and (iii) mechanics' liens.

10.12 Withholding Tax. At Closing, COP shall furnish an Affidavit in compliance with Section 1445 of the Internal Revenue Code of 1954, as amended, establishing that COP is not a "foreign person."

10.13 Public Disclosure. At least ten (10) days prior to Closing, COP shall furnish an Affidavit in compliance with Section 286.23, Florida Statutes.

10.14 Access. The City shall have access to the Supplemental ASR Parcel starting the date it exercises its option to acquire said parcel pursuant to Section 10.3 for the purpose of

hydrologic testing, surface and groundwater sampling, soil testing, engineering studies, surveys and other similar tests, according to the terms and conditions described in Section 8.

10.15 Testing Results. In the event the City concludes, based on the results of tests performed on the Supplemental ASR Parcel, it is not suitable for the construction, operation or maintenance of ASR Wells, the exercise of the option to acquire that particular parcel shall be null and void and of no further force and effect.

11. STIPULATED ORDER OF TAKING AND JUDGMENT ON THE VALUE OF PROPERTY. The City and COP agree and stipulate as follows:

11.1 Order of Taking on the Easement Property. The City must acquire the Easement Property subject to the following terms and conditions:

- (1) Except for the Pump Station Parcel, the Alternate Pump Station Parcel, First Alternate Pipeline Route and the Second Alternate Pipeline Route, the Easement Property shall not be used for treatment of water or for storage of equipment, personal property or materials above ground. The construction, operation and maintenance of piezometers and other water level recorders, the installation of flags and the tagging of vegetation on the Taylor Creek Reservoir Vegetation Monitoring Transects, the Taylor Creek Floodplain Vegetation Monitoring Transects, the Hand Fern Vegetation Monitoring Transects and the Reference Wetlands shall not be considered the storage of equipment, personal property or materials.
- (2) The City shall not damage the structural integrity of the Taylor Creek Reservoir Dike when constructing facilities on either the Pump Station Parcel or the Alternate Pump Station Parcel.
- (3) The City shall not otherwise use the Easement Property in a manner that creates a nuisance or an unsightly condition.

- (4) The Easement Property shall not be used in a manner that causes flooding or creates wetlands or other environmentally protected areas.
- (5) The Easement Property shall not be used in a manner that causes fish kills in the Taylor Creek Reservoir or otherwise interferes with present and future uses of the Taylor Creek Reservoir during the term of this Contract including, but not limited to, agricultural uses as more particularly described in Sections 6.2 and 6.3 and recreational uses including recreational fishing and boating, including the unrestricted use of gasoline combustion engines, and the COP reserves the right to enter into leases and licenses of the Taylor Creek Reservoir for such purposes. Except for the foregoing agricultural and recreational uses, COP's future use of the Taylor Creek Reservoir during the term of this Contract shall not substantially interfere with the City's use of the Taylor Creek Reservoir authorized under this Contract.
- (6) The Easement Property shall not be fenced to preclude agricultural use by COP, including cattle grazing and other customary agricultural uses; unless those uses prove to be inconsistent with the City's use of the Pump Station Parcel, Alternate Pump Station Parcel, First Pipeline Route and Second Pipeline Route for water production purposes. In which case, the City may construct and maintain fencing where necessary to minimize the interruption of grazing patterns and to provide livestock control.

- (7) COP shall have the right to maintain fences or gates on the Easement Property for its agricultural cattle control and security purposes.
- (8) Any fences or gates on the Easement Property installed by the City shall be maintained in good repair by the City. Any fences or gates on the Easement Property installed by COP shall be maintained in good repair by COP. All gates shall be kept locked.
- (9) No City employee or independent contractor shall use the Easement Property for hunting, fishing or recreational purposes.
- (10) The names of all City employees and independent contractors authorized by the City to enter upon the Easement Property shall be furnished in writing to COP prior to entry upon the Easement Property and the City shall require that all employees and contractors carry such reasonable identification as prescribed by COP.
- (11) The City shall comply with all reasonable requests of the COP to assist in securing the Easement Property against trespassers and poachers.
- (12) The City shall not use airboats on the Taylor Creek Reservoir. Further, the City's boating activity on the Taylor Creek Reservoir shall not interfere with COP's use of the Taylor Creek Reservoir for recreational fishing.
- (13) The City shall hold harmless, defend and indemnify the COP for any claims, demands, lawsuits, judgment and damages arising on or in connection with the City's use of the Easement Property as more particularly provided in Section 18.

- (14) The Easement Property shall revert to COP, heirs, assigns or successors-in-interests upon termination or expiration of this Contract.

In the event the City files a Petition in Eminent Domain in Osceola County Circuit Court and/or Orange County Circuit Court seeking condemnation of the Easement Property within two (2) years following the Effective Date, COP and its heirs, assigns, and successors-in-interest shall consent and stipulate to the entry of an Order of Taking substantially in the form set forth in the attached Exhibit H. COP, and its heirs, assigns and successors-in-interest shall consent and stipulate to the Order of Taking no more than thirty (30) days from the date on which service of process on the City's Petition in Eminent Domain is completed. Service of process on COP shall be completed according to the procedure specified in Section 23 for notices, demands and other communications between the parties. The Easement Property shall revert to COP, heirs, assigns or successors-in-interest upon termination or expiration of this Contract.

11.2 Final Judgment on the Easement Property. Within thirty (30) days following entry of the Order of Taking on the Easement Property pursuant to Section 11.1, COP and its heirs, assigns, and successors-in-interest shall consent and stipulate to the entry of Final Judgment on the Easement Property substantially in the form set forth in the attached Exhibit I. With the exception of the severance and business damage claim described in Section 11.4, the City and COP agree that just and fair compensation for taking the Easement Property is provided in the payments made by the City to COP pursuant to Section 14.

11.3 Description of Easement Property. Although surveys and legal descriptions have not yet been prepared, the Easement Property is generally described as follows:

11.3.1 Pump Station Parcel and Alternate Pump Station Parcel. The City proposes to construct and operate a raw water intake structure and pump station location on

or near the L-73 Canal with associated facilities extending into the Taylor Creek Reservoir on approximately forty (40) acres of real property. The City will ultimately select one of two alternate locations for the intake structure and pump station prior to filing the Petition for Eminent Domain referenced in Section 11.1. The approximate locations of the Pump Station Parcel and the Alternate Pump Station Parcel are depicted on the map attached hereto as Exhibit J

11.3.2 First Alternate Pipeline Route and Second Alternate Pipeline Route. The City will need a 100-foot wide easement from either the Pump Station Parcel or the Alternate Pump Station Parcel to the Dyal Water Treatment Plant. Within the easement the City will construct and maintain access roads, pipelines, swales, electrical power facilities, and/or water management systems. The City will ultimately select one of two alternate easement routes prior to filing the Petition for Eminent Domain referenced in Section 11.1 of this Contract. These two routes are known as the First Alternate Pipeline Route and the Second Alternate Pipeline Route. The approximate locations of the First Alternate Pipeline Route and the Second Alternate Pipeline Route are depicted on the map attached hereto as Exhibit K.

11.3.3 Taylor Creek Reservoir Vegetation Monitoring Transects. The City will need to acquire the Taylor Creek Reservoir Vegetation Monitoring Transects in order to comply with the proposed permit conditions contained in Consumptive Use Permit 2-097-0024ANG. The City will also need easements providing ingress and egress to the Taylor Creek Reservoir Vegetation Monitoring Transects by land and water. Water access to the Taylor Creek Reservoir Vegetation Monitoring Transects shall be provided at the L-73 Canal within Section 16, Township 25 South, Range 34 East. The City shall be permitted to use the boat ramps at the fishing camp. The approximate locations of the Taylor Creek Reservoir Vegetation Monitoring Transects are depicted on the Map attached hereto as Exhibit L.

11.3.4 Taylor Creek Floodplain Vegetation Monitoring Transects. The City will need to acquire the Taylor Creek Floodplain Vegetation Monitoring Transects in order to

comply with the proposed permits conditions contained in Consumptive Use Permit 2-097-0024ANG. The City will need easements providing ingress and egress to the Taylor Creek Floodplain Vegetation Monitoring Transects over existing roads and trails located in Sections 32 and 33, Township 24 South, Range 34 East. These easements will also provide access to the Hand Fern Monitoring Transects referred to in Section 11.3.5. The approximate location of the Taylor Creek Floodplain Vegetation Monitoring Transects are depicted on the Map attached hereto as Exhibit M.

11.3.5 Hand Fern Vegetation Monitoring Transects. The City will need to acquire Hand Fern Vegetation Monitoring Transects in order to comply with the proposed permit conditions contained in Consumptive Use Permit 2-097-0024ANG. The City will need easements providing ingress and egress to the Hand Fern Monitoring Transects over existing roads and trails located in Sections 32 and 33, Township 24 South, Range 34 East. These easements will also provide access to the Taylor Creek Floodplain Vegetation Monitoring Transects. The approximate location of the Hand Fern Monitoring Transects are depicted on the map attached hereto as Exhibit N.

11.3.6 Reference Wetlands. The City will need to acquire Reference Wetlands in order to comply with Consumptive Use Permit 2-095-0005UGMR and the proposed permit conditions contained in Consumptive Use Permit 2-097-0024ANG. The City will also need easements providing ingress and egress to the Reference Wetlands. The approximate location of the Reference Wetlands are depicted on the map attached hereto as Exhibit O.

11.4 Reservation of COP's Severance And Business Damages Claim. The City and COP recognize and acknowledge that absent this Contract, if the City were to elect to condemn easements or fee simple parcels of real property owned by COP, COP would be entitled to assert a claim for severance damages and business damages attributable to the taking and use proposed by the City. For example, the COP would be entitled to assert that the City's use of the Taylor Creek Reservoir and the L-73 Canal would ultimately result in use restrictions (such as restrictions on use of gasoline engines) that would prevent

COP from continuing to lease fishing rights, resulting in business or severance damages to COP. Similarly, the COP would be permitted to assert that City's use of the Taylor Creek Reservoir and L-73 Canal would result in use restrictions precluding future agricultural or developmental uses, resulting in severance damages to COP. Also by way of example, the COP would be permitted to assert that the City's use of the Taylor Creek Reservoir and L-73 Canal would result in reclassification of the Taylor Creek Reservoir and surrounding watershed to Class I pursuant to Chapter 17-302, Florida Administrative Code, or similarly restricted regulatory designation, resulting in use restrictions and severance damages to COP. Additionally, by way of example, the COP would be permitted to assert that the marketplace fears associated with the City's use of the Taylor Creek Reservoir and L-73 Canal adversely impact COP's remaining land values, resulting in severance damages.

The City and COP recognize and acknowledge that absent this Contract, if COP were to assert a claim for severance damages and business damages attributable to the taking and use proposed by the City, the City would be entitled to challenge the validity of those claims. For example, if COP were to assert that the City's use of the Taylor Creek Reservoir and the L-73 Canal would ultimately result in use restrictions (such as restrictions on use of gasoline engines) that would prevent COP from continuing to lease fishing rights, resulting in business or severance damages, the City would be entitled to assert defenses, including but not limited to: (i) that these are not the type of damages compensable in eminent domain; (ii) it is not responsible for land use restrictions enacted by other governmental entities; (iii) that undefined damages due to future unspecified land use restrictions are too speculative to be compensable; and, (iv) land use restrictions, which do not deprive COP of all practicable uses of its property do not constitute a taking. Similarly, if COP were to assert that the City's use of the Taylor Creek Reservoir and L-73 Canal would result in use restrictions precluding future agricultural or developmental uses, resulting in severance damages, the City would be entitled to assert defenses including, but not limited to: (i) that these are not the type of damages compensable in eminent domain; (ii) it is not responsible for agricultural or

developmental use restrictions enacted by other governmental entities; (iii) that undefined damages due to future unspecified agricultural or developmental use restrictions are too speculative to be compensable; and, (iv) agricultural and developmental use restrictions, which do not deprive COP of all practicable uses of its property do not constitute a taking. Also by way of example, if COP were to assert that the City's use of the Taylor Creek Reservoir and L-73 Canal would result in reclassification of the Taylor Creek Reservoir and surrounding watershed to Class I pursuant to Chapter 37-302, Florida Administrative Code, or similarly restricted regulatory designation, resulting in use restrictions and severance damages, the City would be entitled to assert defenses, including but not limited to: (i) that these are not the type of damages compensable in eminent domain; (ii) it is not responsible for water quality classifications enacted by other governmental entities; (iii) that undefined damages due to future water quality reclassifications are too speculative to be compensable; and, (iv) water quality regulations, which do not deprive COP of all practicable uses of its property do not constitute a taking. Additionally, by way of example, if COP were to assert that marketplace fears associated with the City's use of the Taylor Creek Reservoir and L-73 Canal adversely impact COP's remaining land values, resulting in severance damages, the City would be entitled to assert defenses, including but not limited to, demonstrating no market impact due to its use of the Taylor Creek Reservoir.

COP shall only be entitled to assert a claim against the City for severance and business damages attributable to restrictions placed by local, regional, state or federal government agencies on COP's use of the Restricted Property, which restrictions result from the City's withdrawal or use of the Taylor Creek Reservoir and L-73 Canal for water supply. The City shall have no liability for severance or business damages resulting from use restrictions placed on any other property owned by COP. The City and COP have agreed to defer the litigation of these claims until the first time that an event that would arguably give rise to a severance and business damages claim actually occurs.

The COP and the City agree to cooperate in opposing any regulatory restriction, rule, policy or promulgation that would impact or affect the use or fair market value of the Restricted Property owned by COP as a result of the City's withdrawal or use of water from the Taylor Creek Reservoir and L-73 Canal for water supply. To avoid any such use restrictions and resulting adverse impacts, the COP and the City agree to vigorously object to any such proposed use restriction, and to cooperate in opposing any such use restrictions, including but not limited to, administrative and circuit court challenges, with subsequent appeals to the appropriate appellate courts of last resort.

The term of the Contract makes it difficult to predict all possible use restrictions that could conceivably be applied to COP's use of the Restricted Property that would be at least partially attributable to the City's use of the Reservoir for water supply. Under the present regulatory framework, one such possible use restriction would be a Class I designation initiated by the Florida Department of Environmental Regulation or a third party under Chapter 17-302 of the Florida Administrative Code.

As an example of the intent of the parties relative to opposition to any such proposed use restriction, both parties agree that neither would initiate or request reclassification of the Taylor Creek Reservoir or the surrounding watershed located within the Restricted Property to Class I or any similar or more restrictive classification. Both parties agree to actively oppose and contest, through litigation, if necessary, such reclassification. In the event the Taylor Creek Reservoir or the surrounding Restricted Property is reclassified, the COP would have the right to assert a severance and a business damages claim.

The parties agree that the City shall have no liability for severance or business damages resulting from any use restriction that is entirely independent of the City's use of the Taylor Creek Reservoir or due at least in part to COP's use of the Taylor Creek Reservoir for potable water supply purposes. For example, if the State of Florida were to enact legislation prohibiting gasoline combustion engines on all surface water bodies exceeding 1,000 acres, and the size of the Taylor Creek Reservoir was the sole criterion for restricting the use of the

Reservoir, the COP would have no claim for severance or business damages against the City because the restriction would have been based upon the size of the Taylor Creek Reservoir rather than the City's use. On the other hand, if the prohibition were to apply to surface water bodies exceeding 1,000 acres in size from which water is withdrawn for potable water supply purposes, the COP would be entitled to assert a claim for business and severance damages because the restriction would be dependent in part upon the City's use. Additionally, for example, if the prohibition were to apply to surface water bodies exceeding 1,000 acres in size from which water is withdrawn for potable water supply purposes and COP has initiated a potable water supply use of the Taylor Creek Reservoir, then COP would not be entitled to assert a claim for business or severance damages because the restriction would be dependent, at least in part, upon COP's use of the Taylor Creek Reservoir for potable water supply purposes.

The COP shall not assert any claim for business or severance damages until the use restriction of the Restricted Property has been upheld against the administrative and judicial challenge of COP and the City; provided that the City joins with the COP in formally opposing and contesting the use restriction at each level of the appropriate forum. If the City withdraws, or fails or refuses to challenge the use restriction, or if the City refuses to appeal any adverse determination to the appropriate appellate body or court, the COP shall have no obligation to continue to contest the proposed use restriction and may then assert a severance or business damage claim.

In the event a severance or business damage claim is asserted by the COP, or its successor, COP would be entitled to all of the rights of all the provisions of Chapters 73 and 74 of the Florida Statutes in effect on the Effective Date. This would include, but not be limited to, the reimbursement of costs and reasonable attorneys' fees, notwithstanding future repeal or modification of those rights.

Any use restriction of the Restricted Property that results in COP being entitled to assert a severance or business damage claim would not preclude COP from asserting a future

severance or business damage claims as a result of a future use restriction of the Restricted Property. However, COP shall not be entitled to severance damages exceeding one hundred (100%) of the fair market value of the Restricted Property affected by use restrictions (determined at the time the claim is asserted) attributable to the City's withdrawal and use of the Taylor Creek Reservoir for water supply purposes. Any payments made by the City to COP for prior severance damages claims shall be counted in determining whether the fair market value of the Restricted Property has been exceeded. Additionally, COP shall not be entitled to business damages, where the business activity affected by use restrictions attributable to the City's withdrawal and use of the Taylor Creek Reservoir for water supply purposes was the subject of a preceding business damage claim.

In the event COP were successful in obtaining an award of business or severance damages against the City, COP shall allow the City to pay the award over a period of five (5) years, with any unpaid balance accruing interest at the statutory rate in effect at the time of the judgment.

11.5 Attorneys Fees. With the exception of costs and attorneys fees associated with severance or business damage claims, which are governed by Section 11.4, all costs and attorneys fees incurred by COP as a result of the City's condemnation of the Easement Property pursuant to Section 11 of this Contract shall be deemed included in the payments by the City to COP pursuant to Section 14. COP waives any further right to reimbursement of said costs or fees pursuant to Chapters 73 and 74, Florida Statutes.

12. GRANT OF OPTION FOR ENVIRONMENTAL MONITORING AND MITIGATION EASEMENTS. The City may need to acquire Environmental Monitoring and Mitigation Easements Therefore, COP, in consideration of Ten (\$10.00) Dollars, paid by the City to COP, and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged by COP, grants the City the option to purchase Environmental Monitoring and Mitigation Easements, on the following described terms and conditions:

- (1) The Environmental Monitoring and Mitigation Easements shall not be used for treatment of water or for the storage of equipment or materials above ground. The construction, operation and maintenance of piezometers and other water level recorders, the installation of flags and the tagging of vegetation on the Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect, the Supplemental Taylor Creek Floodplain Monitoring Transect, the Supplemental Hand Fern Vegetation Monitoring Transect, the Supplemental Reference Wetland and the Mitigation Sites shall not be considered the storage of equipment, personal property or materials.
- (2) The City shall not otherwise use the Environmental Monitoring and Mitigation Easements in a manner that creates a nuisance or unsightly conditions.
- (3) Except as to the Mitigation Sites, the Environmental Monitoring and Mitigation Easements shall not be used in a manner that causes flooding or creates wetlands or other environmentally protected area.
- (4) The Environmental Monitoring and Mitigation Easements shall not be used in a manner that causes fish kills in the Taylor Creek Reservoir or otherwise interferes with present and future use of the Taylor Creek Reservoir during the term of this Contract for recreational fishing and boating, including the unrestricted use of gasoline combustion engines, and the COP reserves the right to enter leases and licenses of the Taylor Creek Reservoir for such purposes. Except for the foregoing recreational fishing and boating uses, COP's future use of the Taylor Creek Reservoir

during the term of this Contract shall not substantially interfere with the City's use of the Taylor Creek Reservoir under this Contract.

- (5) The Environmental Monitoring and Mitigation Easements shall not be fenced to preclude agricultural use by COP, including cattle grazing and other customary agricultural uses; unless those uses prove to be inconsistent with the City's use of the Mitigation Sites. In which case, the City may construct and maintain fencing where necessary to minimize the interruption of grazing patterns and to provide livestock control.
- (6) COP shall have the right to maintain fences or gates on the Environmental Monitoring and Mitigation Easements for its agricultural cattle control and security purposes.
- (7) Any fences or gates on the Environmental Monitoring and Mitigation Easements installed by the City shall be maintained in good repair by the City. Any fences or gates installed by COP on the Environmental Monitoring and Mitigation Easements shall be maintained in good repair by COP. All gates shall be kept locked.
- (8) No City employee or independent contractor shall use the Environmental Monitoring and Mitigation Easements for hunting, fishing or recreational purposes.
- (9) The names of all City employees and independent contractors authorized by the City to enter upon the Environmental Monitoring and Mitigation Easements shall be furnished in writing to COP prior to entry upon the Environmental Monitoring and Mitigation Easements and the City shall require

that all employees and contractors carry such reasonable identification as prescribed by COP.

- (10) The City shall comply with all reasonable requests of the COP to assist in securing the Environmental Monitoring and Mitigation Easements against trespassers and poachers.
- (11) The City shall not use airboats on the Taylor Creek Reservoir. Further, the City's boating activity on the Taylor Creek Reservoir shall not interfere with COP's use of the Taylor Creek Reservoir for recreational fishing.
- (12) The City shall hold harmless, defend and indemnify the COP for any claims, demands, lawsuits, judgment and damages arising on or in connection with the City's use of the Environmental Monitoring and Mitigation Easements as more particularly provided in Section 18.
- (13) With the exception of the Mitigation Sites, the Environmental Monitoring and Mitigation Easements shall revert to COP, heirs, assigns or successors-in-interest upon termination or expiration of this Contract.

12.1 Description of Environmental Monitoring and Mitigation Easements. Although surveys and legal descriptions have not yet been prepared, the Environmental Monitoring and Mitigation Easements are generally described as follows:

12.1.1 Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect. The City may at its option acquire a Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect. The City will also need easements providing ingress and egress to the Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect by land and water. Water access to the Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect shall be provided at the L-73 Canal within Section 16, Township 25 South, Range 34 East.

The Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect shall be located within the area depicted on the map attached hereto as Exhibit P.

12.1.2 Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect. The City may at its option acquire a Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect. The City will also need easements providing ingress and egress to the Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect over existing roads and trails located in Sections 32 and 33, Township 24 South, Range 34 East. These easements will also provide access to the Supplemental Hand Fern Monitoring Transect, if it is acquired pursuant to Section 12. The Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect shall be located within the area depicted on the map attached hereto as Exhibit Q.

12.1.3 Supplemental Hand Fern Vegetation Monitoring Transect. The City may at its option acquire a Supplemental Hand Fern Vegetation Monitoring Transect. The City will also need easements providing ingress and egress to the Supplemental Hand Fern Vegetation Monitoring Transect over existing roads and trails located in Sections 32 and 33, Township 24 South, Range 34 East. These easements will also provide access to the Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect, if any are acquired pursuant to Section 12. The Supplemental Hand Fern Vegetation Monitoring Transect shall be located within the area depicted on the map attached hereto as Exhibit R.

12.1.4 Supplemental Reference Wetland. The City may at its option acquire a Supplemental Reference Wetland. The City will also need easements providing ingress and egress to the Supplemental Reference Wetland. The Supplemental Reference Wetland shall be located within the area depicted on the map attached hereto as Exhibit S.

12.1.5 Mitigation Sites. The City may at its option acquire Mitigation Sites. The City will also need easements providing ingress and egress to the Mitigation Sites. The Mitigation Sites shall be located within the area depicted on the map attached hereto as Exhibit T.

12.2 Option Term. The term of the option granted by COP to the City pursuant to Section 12 shall be for a period of fifteen (15) years, starting on the Effective Date.

12.3 Purchase Price. The City and COP agree that just and fair compensation for the Environmental Monitoring and Mitigation Easements, with the exception of the Mitigation Sites is provided by payments made by the City to COP pursuant to Section 14. The City and COP further agree that just and fair compensation for the Mitigation Sites would be \$2,000.00 per acre for each acre of the easements. The price for the Mitigation Sites shall escalate annually from the Effective Date forward with the Consumer Price Index (All Urban Consumers – U.S. City Average) published by the U.S. Bureau of Labor Statistics or mutually agreed upon substitute index.

12.4 Exercise of Option. The City may exercise its option by giving COP written notice of its decision to acquire one or more Environmental Monitoring and Mitigation Easements any time prior to expiration of the option term specified in Section 12.2. The exercise by the City of its option to acquire an Environmental Monitoring and Mitigation Easement shall not preclude the City from subsequently exercising its option to acquire additional Environmental Monitoring and Mitigation Easements; provided that the type, number or acreage of Environmental Monitoring and Mitigation Easements acquired by the City shall not exceed the limits specified in Section 12.1.

12.5 Closing. The sale of the Environmental Monitoring and Mitigation Easement shall be closed on before sixty (60) days from the City's exercise of the option pursuant to Section 12.4 of this Contract. The exact date for the Closing on the Environmental Monitoring and Mitigation Easement shall be set by the City, with at least five (5) days prior notice to COP. This sale shall be closed at the office of de la Parte & Gilbert, P.A., One Tampa City Center, Suite 2300, Tampa, Florida 33602, or at such other location acceptable to the City and COP.

12.6 Costs. COP shall pay all expenses incidental to transfer of title to an Environmental Monitoring and Mitigation Easement, including, but not limited to,

recording fees, documentary stamps, and similar expenses, as well as the cost of recording any corrective instruments required to perfect title.

12.7 Conveyance. With the exception of the Mitigation Sites, COP shall convey title to the Environmental Monitoring and Mitigation Sites by grant of easement using the form attached hereto as Exhibit U. Title to the Mitigation Sites shall be conveyed by COP by grant of easement using the form attached hereto as Exhibit V. Said conveyance is to be free and clear of all liens and encumbrances, except for: (i) taxes and assessments for the year of closing and subsequent years, (ii) zoning ordinances of record and local government restrictions of record, and (iii) public utility easements of record.

12.8 Remedies Upon Default. If the City fails to perform its obligations regarding the exercise of its option to one or more Environmental Monitoring and Mitigation Easements under Section 12.4 within the time specified, COP shall be relieved of all obligations under Section 12 regarding the specific Environmental Monitoring and Mitigation Easement(s) in question. COP shall not be relieved of complying with subsequent exercises of the City's option during the option term. If, for any reason other than failure of COP to make its title marketable after diligent effort, COP fails, neglects or refuses to perform under Section 12, the City may seek specific performance without thereby waiving any action for damages resulting from COP's failure, neglect or refusal to perform.

12.9 Title Insurance. During the term of the option granted by COP to the City pursuant to Section 12, COP shall do nothing that will render title to the real property unmarketable and shall promptly clear any defects to the title. Within twenty (20) days of the City exercising its option to acquire one or more Environmental Monitoring and Mitigation Easement, COP shall deliver to the City a title insurance commitment to be followed by a policy, at COP's expense, issued by a title insurance company acceptable to the City, which agrees to issue to the City upon recording of the deed, an owner's policy of title insurance, insuring title to the Environmental Monitoring and Mitigation Easement(s), plus complete legible copies of all instruments referred to in the commitment as affecting title.

The City shall have ten (10) days from the date of receiving the title insurance commitment and copies of the instruments affecting title in which to examine the documentation, and if said title is found defective the City shall notify COP of the defects. If any of the defects specified by the City render the title objectionable, COP shall have one hundred eighty (180) days from the receipt of said notice in which to cure the defects, including the bringing of lawsuits, and if COP is unsuccessful in curing the defects within said one hundred eighty (180) day period, the City shall have the option of either: (i) accepting title as is or (ii) rescinding its attempt to acquire the Environmental Monitoring and Mitigation Easement(s) in question.

12.10 Survey. The City shall, at its own expense, obtain a survey of the Environmental Monitoring and Mitigation Easement(s) in question, certified in a manner sufficient for the issuance of a title insurance commitment deleting the survey exception, said certification to include COP, the City and the title insurance company. If the survey shows any encroachments or that improvements intended to be located on the Environmental Monitoring and Mitigation Easement(s) in fact encroach on setback lines, easements, lands owned by other persons or violate any restrictions, agreements, covenants or applicable governmental regulations, the same shall be treated as a title defect.

12.11 Lien and Possession Affidavit. At Closing, COP shall furnish a Seller's Affidavit in form acceptable to the title company and sufficient to remove standard printed exceptions to title in the Policy regarding (i) unrecorded matters (except general real estate taxes not yet due and payable), (ii) parties in possession and (iii) mechanics' liens.

12.12 Withholding Tax. At Closing, COP shall furnish an Affidavit in compliance with Section 1445 of the Internal Revenue Code of 1954, as amended, establishing that COP is not a "foreign person."

12.13 Public Disclosure. At least ten (10) days prior to Closing, COP shall furnish an Affidavit in compliance with Section 286.23, Florida Statutes.

12.14 **Access.** The City shall have access to the Environmental Monitoring and Mitigation Easement starting the date it exercises its option to acquire said parcel pursuant to Section 12.4 for the purpose of hydrologic testing, surface and groundwater sampling, soil testing, engineering studies, surveys and other similar tests, in accordance with Section 8.

13. **SETTLEMENT AGREEMENT.** The City and COP agree and stipulate as follows with respect to the Settlement Agreement, a copy of which is attached hereto as Exhibit W, or any subsequent modification thereof:

13.1 **Construction, Operation and Maintenance of Facilities.** COP consents to the District and/or any successor agency licensing or permitting the City: (i) to construct and operate a raw water intake structure and pump station with associated facilities on either the Pump Station Parcel or the Alternate Pump Station Parcel; (ii) to construct and maintain access roads, pipelines, swales, electrical power facilities and/or water management systems on either the First Alternate Pipeline Route or Second Alternate Pipeline Route; (iii) to maintain monitoring sites on the Taylor Creek Reservoir Vegetation Monitoring Transects, Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect, Taylor Creek Floodplain Vegetation Monitoring Transects, Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect, Hand Fern Vegetation Monitoring Transects, Supplemental Hand Fern Vegetation Monitoring Transect, Reference Wetlands or Supplemental Reference Wetland; or, (iv) to create mitigation wetlands or enhance or preserve wetlands or uplands on the Mitigation Sites. The City's construction, operation and maintenance of facilities pursuant to this Contract or the District's authorization of such shall in no way constitute a breach of the Settlement Agreement.

13.2 **Conveyance of Property Interests by the District to the City.** COP consents to the District or its successor agency conveying, alienating, releasing, leasing, donating or otherwise transferring to the City whatever interest in property the City needs in order to withdraw, store, treat and distribute water from the Taylor Creek Reservoir pursuant to this Contract, provided that such interest automatically, by operation of law, is

extinguished upon termination or cancellation of this Contract. Further, the conveyance, alienation, release, lease, donation or transfer of any legal interest in property by the District or its successor agency to the City shall in no way constitute a breach of the Settlement Agreement.

13.3 **City's Use of the Taylor Creek Reservoir.** COP consents to having the District or its successor agency provide the City access to the Taylor Creek Reservoir for activities consistent with those authorized under this Contract. The City's use of the Taylor Creek Reservoir for the purpose of withdrawing, storing, treating and distributing water in compliance with this Contract shall in no way constitute a breach of the Settlement Agreement.

14. **CITY'S PAYMENTS TO COP.** The City shall make the following payments to COP in return for the Easement Property, the grant of option to the Environmental Monitoring and Mitigation Easements (excluding the Mitigation Sites) and all other contract rights and benefits conferred on the City under this Contract:

14.1 **Initial Payment.** The City shall make four (4) annual payments to COP without the right of set off according to the following terms and conditions:

14.1.1 Seventy-Five Thousand (\$75,000.00) Dollars ten (10) days from the Effective Date. *12-7-93*

14.1.2 Seventy-Five Thousand (\$75,000.00) Dollars one (1) year from the Effective Date. *6/94*

14.1.3 Seventy-Five Thousand (\$75,000.00) Dollars two (2) years from the Effective Date. *6/95*

14.1.4 One Hundred Thousand (\$100,000.00) Dollars three (3) years from the Effective Date. *6/96*

14.1.5 The payments specified in Sections 14.1.2, 14.1.3 and 14.1.4 shall escalate with the Consumer Price Index (All Urban Consumers - U.S. City Average) published by the U.S. Bureau of Labor Statistics or mutually agreed upon substitute index; provided, the

maximum per annum escalation for any payment shall not exceed four (4%) percent. The City's obligation to make annual payments under Section 14.1 shall cease as of the date the City commences annual payments pursuant to Section 14.2.

14.2 Basic Payment. The City shall make a minimum annual payment of Two Hundred and Eighty-One Thousand (\$281,000.00) Dollars to COP starting four (4) years from the Effective Date or when the City begins the production withdrawal of water from the Taylor Creek Reservoir, whichever occurs first, and every year thereafter on the anniversary of the Effective Date. In the event the production withdrawal of water from the Taylor Creek Reservoir commences on a date other than the anniversary of the Effective Date, the first minimum annual payment shall be prorated. Production withdrawal of water from the Taylor Creek Reservoir is defined as the withdrawal of water for purposes of providing for or augmenting the City's water supply and does not include the incidental withdrawal of water for testing, construction or permitting purposes. The minimum annual payment specified herein shall escalate annually from the Effective Date forward with the Consumer Price Index (All Urban Consumers – U.S. City Average) published by the U.S. Bureau of Labor Statistics or mutually agreed upon substitute index; provided, the maximum per annum escalation shall not exceed four (4%) percent.

14.3 Additional Annual Payment. The payment described in Section 14.2 assumes operation of the Taylor Creek Reservoir at or below a high elevation of 43.5 feet NGVD. The City shall make an additional annual payment under the following circumstances:

14.3.1 Operation Schedule Changed at the City's Request or Suggestion. In the event the operation schedule for the Taylor Creek Reservoir is modified or revised at the City's request or suggestion to exceed a maximum elevation of 43.5 feet NGVD, the additional annual payment shall be calculated by multiplying Sixty-Six Thousand (\$66,000.00) Dollars by the number of feet the modified or revised operation schedule permits the maximum elevation to exceed 43.5 feet NGVD during any part of the year. This

additional annual payment shall be made each remaining year of the term of this Contract on the anniversary of the Effective Date starting the first anniversary after the operation schedule is modified or revised. The additional annual payment specified herein shall escalate annually with the Consumer Price Index (All Urban Consumers – U.S. City Average) published by the U.S. Bureau of Labor Statistics or mutually agreed upon substitute index; provided, the maximum per annum escalation shall not exceed four (4%) percent. The City shall not be required to make this additional annual payment, if the operation schedule is modified or revised to exceed a high elevation of 43.5 feet NGVD at the request or suggestion of COP.

14.3.2 Operation Schedule Changed at the Suggestion or Request of a Regulatory Agency. In the event the operation schedule for the Taylor Creek Reservoir is modified or revised at the request or suggestion of any regulatory agency to exceed a maximum elevation of 43.5 feet NGVD and the City obtains a Permitted Allocation in excess of 4.38 billion gallons a year, which increased allocation would have otherwise been either unavailable or unpermissible except for the fact the maximum elevation was increased above 43.5 feet NGVD, the additional annual payment shall be calculated by multiplying Sixty-Six Thousand (\$66,000.00) Dollars by the number of feet the modified or revised operation schedule permits the maximum elevation to exceed 43.5 feet NGVD during any part of the year minus the lesser of (1) the number of feet in excess of 43.5 feet NGVD, which are not needed to produce that portion of the City's Permitted Allocation surpassing 4.38 billion gallons a year, or, (2) the number of feet in excess of 43.5 feet NGVD, which are not needed to permit that portion of the City's Permitted Allocation surpassing 4.38 billion gallons a year. Thus, for example, if the maximum operating elevation of the Taylor Creek Reservoir is increased to 45 feet NGVD at the request or suggestion of a regulatory agency and the City later successfully increases its Permitted Allocation to 5.38 billion gallons a year, but a maximum operating elevation of 44 feet NGVD is all that is needed to produce or permit the extra one billion gallons a year, the additional annual payment would be Thirty-Three Thousand (\$33,000.00) Dollars or \$66,000 multiplied by 0.5 (1.5, *feet in excess of*

43.5 feet NGVD, minus 1.0, feet in excess of 43.5 feet not needed to produce or permit increased Permitted Allocation, equal 0.5). Also, by example, if the maximum operating elevation of the Taylor Creek Reservoir is increased to 45 feet NGVD at the request or suggestion of a regulatory agency and the City later successfully increases its Permitted Allocation to 5.38 billion gallons a year and a maximum operating elevation of 44 feet NGVD is all that is needed to produce the extra one billion gallons a year, but a maximum operating elevation of 45 feet NGVD is needed to permit the extra one billion gallons a year, the additional annual payment would be Ninety-Nine Thousand (\$99,000.00) Dollars or \$66,000 multiplied by 1.5 (1.5, feet in excess of 43.5 feet NGVD, minus 0, feet in excess of 43.5 feet NGVD not needed to permit increased Permitted Allocation, equal 1.5). Any dispute regarding what portion of the maximum operating elevation of the Taylor Creek Reservoir exceeding 43.5 feet NGVD is needed to produce or permit that allotment of the City's Permitted Allocation surpassing 4.38 billion gallons a year is subject to arbitration pursuant to the Florida Arbitration Code and Section 14.4. This additional annual payment shall be made each remaining year of the term of this Contract on the anniversary of the Effective Date starting on the first anniversary after the operation schedule has been modified or revised and the City has obtained a Permitted Allocation in excess of 4.38 billion gallons a year. The additional annual payment specified herein shall escalate annually with the Consumer Price Index (All Urban Consumers – U.S. City Average) published by the U.S. Bureau of Labor Statistics or mutually agreed upon substitute index; provided, the maximum per annum escalation shall not exceed four (4%) percent. The City shall not be required to make this additional annual payment, if the operation schedule is modified or revised to exceed a high elevation of 43.5 feet NGVD at the request or suggestion of COP.

14.4 Arbitration. In the event of a dispute pursuant to Section 14.3.2 regarding what portion of the maximum operating elevation of the Taylor Creek Reservoir exceeding 43.5 feet NGVD is needed to produce or permit that allotment of the City's Permitted Allocation surpassing 4.38 billion gallons a year, the City or COP may make a demand for

arbitration by filing a written request with the other party. The demand shall be made within twenty (20) days after either party notifies the other party of the existence of a dispute. The arbitration shall be conducted according to the Florida Arbitration Code, except as otherwise specified herein.

14.4.1 Selection of Arbitrator(s). The arbitrators shall be Florida Registered Professional Engineers with special expertise in the field of surface water hydrology, who are not financially interested in the work or business affairs of either the City or COP. If the City and COP agree on a selection, there shall be one arbitrator. If no agreement is reached within twenty (20) days after demand for arbitration, there shall be three arbitrators, one named in writing by the City, a second named in writing by COP and a third chosen by the first two arbitrators.

14.4.2 Exchange of Documents. Both the City and COP shall provide the other with copies of all analyses, models, data or other supporting documentation relating to the matter in dispute.

14.4.3 Action by the Arbitrator(s). If there is one arbitrator, his or her decision shall be binding; if there are three arbitrators, the decision of any two shall be binding.

14.4.4 Hearing. Should either the City or COP refuse or neglect to appoint an arbitrator or to furnish the arbitrators with any necessary paper or information, the arbitrators are empowered by both parties to proceed ex parte.

14.4.5 Award. The award rendered by the arbitrators regarding what portion of the maximum operating elevation of the Taylor Creek Reservoir exceeding 43.5 feet NGVD is needed to produce or permit that allotment of the City's Permitted Allocation surpassing 4.38 billion gallons a year shall be final and binding on each party. The award shall be rendered within ninety (90) days after the demand for arbitration.

14.4.6 Cost and Expenses of Arbitration. Each party shall bear its own expenses in the arbitration for attorney's fees, witness fees and other costs of presenting its case. Also, each party shall pay the fees and charges of any arbitrator selected solely by that party. The

fees and expenses of an arbitrator selected by both parties or an arbitrator selected by the two arbitrators appointed by each party, including administrative fees and fees for records or transcripts shall be shared equally by the parties.

15. CITY'S DUTIES REGARDING ECFSI.

15.1 Transfer Of Permits from COP to ECFSI. The City shall not contest the transfer of any Vested Allocation of Water, any Permitted Allocation of water or any other existing or future permits or other government approvals from COP to ECFSI, or such other entity as may be designated by COP, as long as ECFSI or any other entity designated by COP agrees to be bound by the terms of Sections 4 and 5 and executes an appropriate form as specified in Section 22.

15.2 Voluntary Dismissal with Prejudice Of the City's Appeal of ECFSI's Original Water Certificate. Within five (5) days following the Effective Date, the City shall voluntarily dismiss with prejudice its appeal of ECFSI's Original Water Certificate in the case of *City of Cocoa v. East Central Florida Services, Inc.*, Case No. 92-01165, using the form attached hereto as Exhibit X. The City and COP agree the parties shall bear their own attorneys fees and costs with respect to this appeal.

15.3 Covenant Not To Oppose Future ECFSI Certificate, Licensure or Permit. The City shall not contest, oppose or interfere with any active extension or modification of ECFSI water certificate issued by the Florida Public Service Commission or any future license, permit or certificate which ECFSI seeks to obtain, so long as such does not violate any rights of the City under this Contract.

16. EFFECT OF EXPIRATION OF CONTRACT. Upon expiration of the term of this Contract, all easements acquired by the City by condemnation or otherwise under this Contract, with the exception of the Mitigation Sites, shall revert to COP. The City shall within thirty (30) days execute and deliver quit claim deeds to COP conveying all of the City's interests in all easements acquired, with the exception of the Mitigation Sites, including but not limited to: (i) the Pump Station Parcel; (ii) the Alternate Pump Station

Parcel; (iii) the First Alternate Pipeline Route; (iv) the Second Alternate Pipeline Route; (v) the Taylor Creek Reservoir Vegetation Monitoring Transects; (vi) Taylor Creek Floodplain Vegetation Monitoring Transects; (vii) the Hand Fern Vegetation Monitoring Transects; (viii) the Reference Wetlands; (ix) the Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect; (x) the Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect; (xi) the Supplemental Hand Fern Vegetation Monitoring Transect; and, (xii) the Supplemental Reference Wetland. The City shall within thirty (30) days following expiration abandon any consumptive use permit or portion of permit authorizing withdrawals from the Taylor Creek Reservoir and within one (1) year following expiration return the surface of the Easement Property and any real property acquired for Environmental Monitoring and Mitigation Easements, with the exception of the Mitigation Sites, to pre-construction conditions. The City shall be licensed by COP for a period of one (1) year after expiration to enter the Easement Property and any real property acquired for Environmental Monitoring and Mitigation Easements, with the exception of the Mitigation Site, to return the surface to pre-construction conditions. Title to the ASR Parcels, the Alternate ASR Parcel and any Supplemental ASR Parcel or Mitigation Site transferred to the City pursuant to this Contract shall remain with the City. If after expiration of this Contract the City elects to again condemn any previously reverted easements that had been condemned or granted pursuant to this Contract, the City shall not be required to compensate COP for the cost of any improvement constructed by the City on the easements during the term of this Contract. Except for the obligations and rights set forth in Section 16, the obligations and rights of the City and COP under this Contract shall cease upon expiration.

17. TERMINATION AND OTHER REMEDIES.

17.1 Termination Of The Contract by the City. The City may terminate this Contract prior to the expiration of its term under the following conditions:

17.1.1 Termination for Reasons Outside the City's Control. The City may terminate this Contract upon written notice to COP, without further obligation or payment,

if the City is unable to obtain the permits or governmental approvals needed to withdraw, treat, store and transport water from the Taylor Creek Reservoir or is otherwise unable to produce water from the Taylor Creek Reservoir for its potable use. Termination shall take effect at the conclusion of the twelve (12) month period following the anniversary of the Effective Date on which the City last made payment to COP pursuant to Section 14.

17.1.2 Termination for Reasons Within the City's Control. The City may terminate this Contract for any reason, upon written notice to COP and upon payment to COP of the money that would have been due and payable pursuant Section 14 on the two succeeding anniversaries of the Effective Dates immediately following termination. Termination shall take effect at the conclusion of the twelve (12) month period following the anniversary of the Effective Date on which the City last made payment to COP pursuant to Section 14.

17.2 Effect Of Contract Termination by City. Any payments received by COP prior to the date of termination under Sections 17.1.1 or 17.1.2 shall remain the property of COP. Upon termination of this Contract by the City pursuant to Sections 17.1.1 or 17.1.2, all easements acquired by the City by condemnation or otherwise under this Contract, with the exception of the Mitigation Sites, shall revert to COP. The City shall within thirty (30) days following termination pursuant to Sections 17.1.1 or 17.1.2 execute and deliver quit claim deeds to COP, conveying all of the City's interest in all easements acquired by condemnation or otherwise under this Contract, with the exception of the Mitigation Sites, including, but not limited to, the Easement Property and the Environmental Monitoring and Mitigation Easement. The City shall within thirty (30) days following termination pursuant to Sections 17.1.1 or 17.1.2 abandon any consumptive use permit or portion of permit authorizing withdrawals from the Taylor Creek Reservoir and within one (1) year following termination pursuant to Sections 17.1.1 or 17.1.2 return the surface of the Easement Property and the Environmental Monitoring and Mitigation Easements, with the exception of the Mitigation Sites, to pre-construction conditions. The City shall be licensed

by COP for a period of one (1) year following termination pursuant to Sections 17.1.1 or 17.1.2 to enter the Easement Property and any real property acquired for Environmental Monitoring and Mitigation Easements, with the exception of the Mitigation Site, to return the surface to pre-construction conditions. Title to the ASR Parcels, the Alternate ASR Parcel and any Supplemental ASR Parcel or Mitigation Site transferred to the City pursuant to this Contract shall remain with the City. Except for the obligations and rights set forth in Section 17.2, the obligations and rights of the City and COP under this Contract shall cease upon termination pursuant to Sections 17.1.1 or 17.1.2. After termination, COP and the City shall have the right to seek and recover damages for any breach of this Contract that occurred prior to termination. If after termination, the City elects to again condemn any previously reverted easements that had been condemned or granted pursuant to this Contract, the City shall not be required to compensate COP for the cost of any improvements constructed by the City on the easements during the term of this Contract.

17.3 Termination Of The Contract by COP. COP may terminate this Contract prior to the expiration of its term under the following conditions:

17.3.1 Termination for Non-Payment. COP may terminate this Contract upon ninety (90) days written notice to the City, if the City fails to make any payment to COP as provided in Section 14, within thirty (30) days of the date such payment is due. Termination shall take effect ninety (90) days following the date notice of termination is provided to the City. Termination shall not excuse the City's obligation to make the payment due prior to termination. The City may stop the termination process by making the disputed payment to COP any time prior to the date of termination.

17.3.2 Termination for Failure to Discharge Duties to ECFSI. COP may terminate this Contract upon ninety (90) days written notice to the City, if the City fails to perform its obligations under Section 15 within the established time periods. Termination shall take effect thirty (30) days following the date notice of termination is provided to the

City. The City may stop the termination process by performing the obligation specified in Section 15 any time prior to the date of termination.

17.3.3 Termination for Unauthorized Condemnation. COP may terminate this Contract upon twenty (20) days written notice to the City, if the City causes process to be served on COP for an eminent domain suit to condemn real or personal property owned by COP, other than the property specified in Section 11, to be used by the City to withdraw, treat, store and transport water from the Taylor Creek Reservoir to its distribution system. Termination shall take effect twenty (20) days following the date notice of termination is provided to the City. The City may stop the termination process by dismissing the condemnation proceeding any time prior to the date of termination. COP's right to terminate the Contract under Section 17.3.3 shall expire twenty (20) days after process for the condemnation suit is served on COP. COP's failure to timely exercise the right of termination under Section 17.3.3 shall not constitute a waiver of COP's right to terminate the Contract, if another condemnation suit is subsequently filed.

17.4 Effect Of Contract Termination by COP. Any payments received by COP prior to the date of termination under Sections 17.3.1, 17.3.2 or 17.3.3 shall remain the property of COP. Upon termination of this Contract by COP pursuant to Sections 17.3.1, 17.3.2 or 17.3.3, all easements acquired by the City by condemnation or otherwise under this Contract, with the exception of the Mitigation Sites, shall revert to COP. The City shall within thirty (30) days following termination pursuant to Sections 17.3.1, 17.3.2 or 17.3.3 execute and deliver quit claim deeds to COP, conveying all of the City's interests in all easements acquired by condemnation or otherwise under this Contract, with the exception of the Mitigation Sites, including, but not limited to, the Easement Property and the Environmental Monitoring and Mitigation Easement. The City shall within thirty (30) days following termination pursuant to Sections 17.3.1, 17.3.2 or 17.3.3 abandon any consumptive use permit or portion of permit authorizing withdrawals from the Taylor Creek Reservoir and within one (1) year following termination pursuant to Sections 17.3.1, 17.3.2

or 17.3.2 return the surface of the Easement Property and the Environmental Monitoring and Mitigation Easements, with the exception of the Mitigation Sites, to pre-construction conditions. The City shall be licensed by COP for a period of one (1) year following termination pursuant to Sections 17.3.1, 17.3.2 or 17.3.3 to enter the Easement Property and any real property acquired for Environmental Monitoring and Mitigation Easements, with the exception of the Mitigation Site, to return the surface to pre-construction conditions. Title to the ASR Parcels, the Alternate ASR Parcel and any Supplemental ASR Parcel or Mitigation Site transferred to the City pursuant to this Contract shall remain with the City. Except for the obligations and rights set forth in Section 17.4, the obligations and rights of the City and COP under this Contract shall cease upon termination pursuant to Sections 17.3.1, 17.3.2 or 17.3.3. After termination, COP and the City shall have the right to seek and recover damages for any breach of this Contract that occurred prior to termination. If after termination, the City elects to condemn any previously reverted easements that had been condemned or granted pursuant to this Contract, the City shall not be required to compensate COP for the cost of any improvements constructed by the City on the easements during the term of this Contract.

17.5 Other Remedies. The City and COP shall be entitled to enforce their rights under this Contract in a suit for specific performance. The City and COP shall be entitled to seek and obtain injunctions to stop existing and prohibit future violations or breaches of this Contract and to otherwise enforce their rights under this Contract. Additionally or alternatively, the City and COP shall be entitled to seek and recover money damages for any breaches of the Contract by the other party.

18. INDEMNIFICATION. The City shall save, hold harmless, defend and indemnify COP and its assigns for all claims, demands, lawsuits, judgments, fees, damages, including attorneys' fees and costs of trial and an appeal arising in whole or in part from the City's Survey Activities (Section 7), Field Investigations (Section 8), or any other activity upon or use of any COP real property pursuant to this Contract including, but not limited

to, the Easement Property and any use thereof and the Environmental Monitoring and Mitigation Easements and any use thereof. However, the City shall not be required to save, hold harmless, defend and indemnify COP for any claim, demand, lawsuit, judgment, fee, damage, including attorneys' fees and costs of trial and an appeal resulting from the acts or omissions of COP, its employees or agents. This obligation includes, but is not limited to, all claims for property damage and personal injury. In the event of such claim, the City or its insurer shall provide COP with independent counsel for which the City or its insurer shall pay all reasonable attorneys fees and costs. The City or its insurer may provide COP independent counsel under a reservation of rights. The City shall notify COP in writing within ten (10) days of any accident, personal injury, property damage or other event or incident that could reasonably be expected to result in a claim, demand or lawsuit. The City's obligation under Section 18 shall be conditioned upon COP assigning the City all defenses, counterclaims, set-offs or indemnifications available to COP with respect to any claim, demand, lawsuit, judgment, fee or damage, including attorneys' fees and costs of trial and an appeal for which the City must save, hold harmless, defend and indemnify COP. The City's obligations under this Section shall survive termination by the City provided that the event giving rise to the claim, demand, lawsuit or judgment occurred prior to the date of termination.

19. **COP'S OBLIGATIONS RUNNING WITH THE LAND.** COP'S agreements, commitments, obligations and representations identified in Sections 7-13 shall run with and are appurtenant to the Restricted Property and shall bind any subsequent owner of the Restricted Property or any portion thereof. Immediately upon the Effective Date, the City and COP shall execute the Memorandum of Agreement attached hereto as Exhibit Y. The Memorandum of Agreement shall be recorded at the City's sole expense in the official records of the City of Cocoa, Orange County, Florida and Osceola County, Florida. The City agrees to release its rights under this Section 19, whenever COP conveys the Restricted Property or any portion thereof to some third party; provided, said third party

agrees to be bound by COP's agreements, commitments, obligations and representations identified in Sections 7-13, as covenants running with the property purchased from COP and further agrees to execute a new Memorandum of Agreement reflecting said covenants.

20. **PRIOR NEGOTIATIONS, PROPOSALS, OFFERS AND AGREEMENTS.** All negotiations, proposals, offers or draft agreements respecting the subject matter of this Contract conducted, presented or prepared prior to the Effective Date are superseded by this Contract. Prior agreements between the City and COP shall remain in effect unless expressly superseded or modified herein.

21. **APPLICABLE LAW, JURISDICTION AND VENUE.** The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Contract. The City and COP shall subject themselves to the jurisdiction of the Courts of the State of Florida with respect to any litigation arising out of this Contract.

22. **ASSIGNMENT.** COP shall have the right to assign its rights under this Contract to any entity owned, controlled or affiliated with COP or any subsidiary thereof without the City's consent; provided, COP's assigns execute the form attached hereto as Exhibit Z and agree to be bound by any contractual obligation corresponding to the right assigned to them by COP. Except as otherwise provided, no assignment, delegation, transfer or novation of this Contract or any part thereof shall be made unless approved in writing by the City and COP.

23. **NOTICE.** All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or a day on which United States Mail is not delivered: The City Manager's Office for the City and 13754 Deseret Lane, St. Cloud, Florida 34773 for COP. The City or COP may, by like notice, designate any further or

different address to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized representative.

24. **THIRD PARTY BENEFICIARIES.** No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person other than the City, COP and those persons to whom those rights or cause of actions have been assigned by the City or COP pursuant to Section 22.

25. **WAIVER.** Unless otherwise specifically provided by the terms of this Contract, no delay or failure to exercise a right resulting from any such breach of this Contract shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time-to-time and as often as may be deemed expedient. Any waiver will be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Contract is breached by the City or COP and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Contract.

26. **AUTHORIZED REPRESENTATIVES.** For the purpose of this Contract, the City's authorized representative is its City Manager and Richard C. Edgley is COP's authorized representative. The City or COP may change its authorized representative at any time by written notice to the other party.

27. **SECTIONS CAPTIONS AND REFERENCES.** The section headings and captions contained herein are included for convenience only and shall not be considered part of this Contract or affect in any manner its construction or interpretation. Except as otherwise indicated, all reference herein to sections are to sections of this Contract.

28. **SEVERABILITY.** In the event any provision of this Contract shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the City and COP shall negotiate in good faith and agree to such amendments, modifications or supplements of this Contract or such other appropriate actions, as shall, to the maximum extent practicable

in the light of such determination implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Contract, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

29. **ATTORNEYS FEES AND COSTS.** In the event there is a breach of this Contract and it becomes necessary for the City or COP to employ the services of an attorney either to enforce the Contract or pursue other remedies, the prevailing party shall be entitled to recover reasonable attorneys fees and such reasonable costs and expenses incurred in enforcing the Contract or pursuing such other remedies. Additionally, in the event COP or any business entity owned or controlled by COP violates Section 5, all reasonable attorneys fees and costs incurred by the City in obtaining Consumptive Use Permit 2-097-0024ANG or any other permit or governmental approval needed to withdraw, treat, store and transport water from the Taylor Creek Reservoir shall be reimbursed by COP, regardless of whether or not the City ultimately obtains the permit or government approval in question.

30. **AMENDMENT.** This Contract may only be amended by a writing duly executed by both the City and COP.

31. **FURTHER ASSURANCES.** The City and COP shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another party and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to, those expressly provided for in this Contract to carry out the intent of this Contract.

32. **CONSENTS.** To the extent the consent of either the City or COP is required as a condition to the action as provided in this Contract by the other party, such consent shall not be unreasonably withheld. Nothing herein shall be construed as an obligation on either party to consent to any activity by another party that is not expressly provided for in this Contract.

33. **SUCCESSORS, ASSIGNS AND AFFILIATED COMPANIES.**

This Contract shall be binding upon and inure to the benefit of the respective successors, permitted assigns, subsidiaries and affiliated companies of the City and COP.

34. **EXECUTION OF DOCUMENTS.** This Contract shall be executed in executed in four (4) quadruplicate originals, any one of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. The City and COP shall each be entitled to two (2) originals.

35. **AMBIGUITY.** The City and COP agree that each has played an equal part in the negotiation and drafting of this Contract, and in the event of any ambiguity being asserted or realized in the interpretation or construction of this Contract, the result of such ambiguity shall be equally assumed and realized by each party.

36. **JURISDICTION.** This Contract may be specifically enforced in the Courts of the State of Florida. The remedies described in this Section are cumulative and supplemental of any other remedies available by law or equity to the City and COP for a breach of this Contract.

37. **BINDING OFFER.** Execution of this Contract by COP shall be deemed to constitute a binding irrevocable offer to the City for thirty (30) days from the date on which COP executed the Contract. If this Contract has not been duly executed by the City within such thirty (30) day period, the rights, duties and obligations of the parties under this Contract shall be deemed null and void.

38. **EXHIBITS AND ADDENDUMS.** This Contract incorporates the following exhibits, which are specifically made a part hereof:

38.1 **Exhibit A.** Map showing approximate location of Restricted Property.

38.2 **Exhibit B.** Form to be used by COP to dismiss with prejudice its Petition for Formal Hearing.

38.3 **Exhibit C.** Map showing the approximate location of the ASR Parcels.

- 38.4 **Exhibit D.** Form of warranty deed to be used by COP to convey ASR Parcels to the City.
- 38.5 **Exhibit E.** Map showing area in which the Alternative ASR Parcel may be located.
- 38.6 **Exhibit F.** Map showing area in which the Supplemental ASR Parcel may be located.
- 38.7 **Exhibit G.** Form of warranty deed to be used by COP to convey Supplemental ASR Parcel to the City.
- 38.8 **Exhibit H.** Form of Order of Taking for Easement Property.
- 38.9 **Exhibit I.** Form of Final Judgment for Easement Property.
- 38.10 **Exhibit J.** Map showing location of Pump Station Parcel and Alternate Pump Station Parcel.
- 38.11 **Exhibit K.** Map showing location of First Alternate Pipeline Route and Second Alternate Pipeline Route.
- 38.12 **Exhibit L.** Map showing location of Taylor Creek Reservoir Vegetation Monitoring Transects.
- 38.13 **Exhibit M.** Map showing location of Taylor Creek Floodplain Vegetation Monitoring Transects.
- 38.14 **Exhibit N.** Map showing location of Hand Fern Vegetation Monitoring Transects.
- 38.15 **Exhibit O.** Map showing location of Reference Wetlands.
- 38.16 **Exhibit P.** Map showing area in which Supplemental Taylor Creek Reservoir Vegetation Transect may be located.
- 38.17 **Exhibit Q.** Map showing area in which Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect may be located.
- 38.18 **Exhibit R.** Map showing area in which Supplemental Hand Fern Vegetation Monitoring Transect may be located.

38.19 **Exhibit S.** Map showing area in which Supplemental Reference Wetland may be located.

38.20 **Exhibit T.** Map showing area in which Mitigation Sites may be located.

38.21 **Exhibit U.** Form of grant of easement to be used by COP to convey Environmental Monitoring and Mitigation Easement, except for the Mitigation Sites, to the City.

38.22 **Exhibit V.** Form of grant of easement to be used by COP to convey Mitigation Sites to the City.

38.23 **Exhibit W.** Settlement Agreement.

38.24 **Exhibit X.** Form to be used by the City to dismiss its appeal of ECFSI's original water certificate.

38.25 **Exhibit Y.** Memorandum of Agreement to be recorded by the City with respect to the Subject Property.

38.26 **Exhibit Z.** Form to be used by COP to assign contract rights to affiliated entities pursuant to Section 22.

IN WITNESS WHEREOF, the City and COP have executed this Contract on the dates indicated below.

CITY OF COCOA, FLORIDA

ATTEST:

Sign: Beth A. Dabrowski
Print: BETH A. DABROWSKI
Date: June 29, 1993

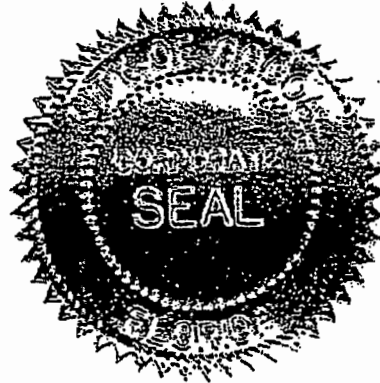
Sign: Harry J. Kollman
Print: HARRY J. KOLLMAN
Title: City Manager
Date: 6/29/93

Sign: _____
Print: _____
Date: _____

Address: City of Cocoa
603 Brevard Avenue
Cocoa, FL 32922

APPROVED AS TO FORM:

Sign: Edward de la Portia
Print: Edward de la Portia
Title: Special Environmental Counsel
Date: June 29, 1993



CORPORATION OF THE
PRESIDENT OF THE CHURCH
OF JESUS CHRIST OF LATTER
DAY SAINTS

ATTEST:

Sign: John W. Creech

Print: John W. Creech

Date: 6-25-93

Sign: James S. Johnson

Print: James S. Johnson

Date: 25 June '93

Sign: Ted D. Simmons

Print: Ted D. Simmons

Title: Authorized Agent

Date: June 25, 1993

Address: 50 East N. Temple

Salt Lake City

Utah 84150

APPROVED AS TO FORM:

Sign: _____

Print: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, Harry J. Kellman, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of Cocoa, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of June, 1993.

Sign: Beth A. Dabrowski

Print: BETH A. DABROWSKI

Notary Public, My

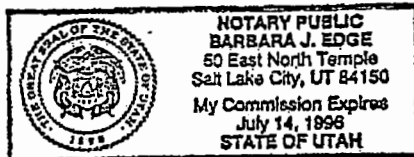
Commission

Expires NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 19, 1995
BONDED THRU GENERAL INS. UND.

STATE OF Utah
COUNTY OF Salt Lake

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, Ed D. Simmons, to me known to be the person described in and who executed the foregoing instrument on behalf of the Corporation of the President of the Church of Jesus Christ of Latter Day Saints, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of June, 1993.



Sign: Barbara J. Edge

Print: Barbara J. Edge

Notary Public, My

Commission

Expires: July 14, 1996

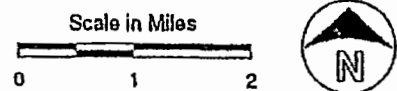
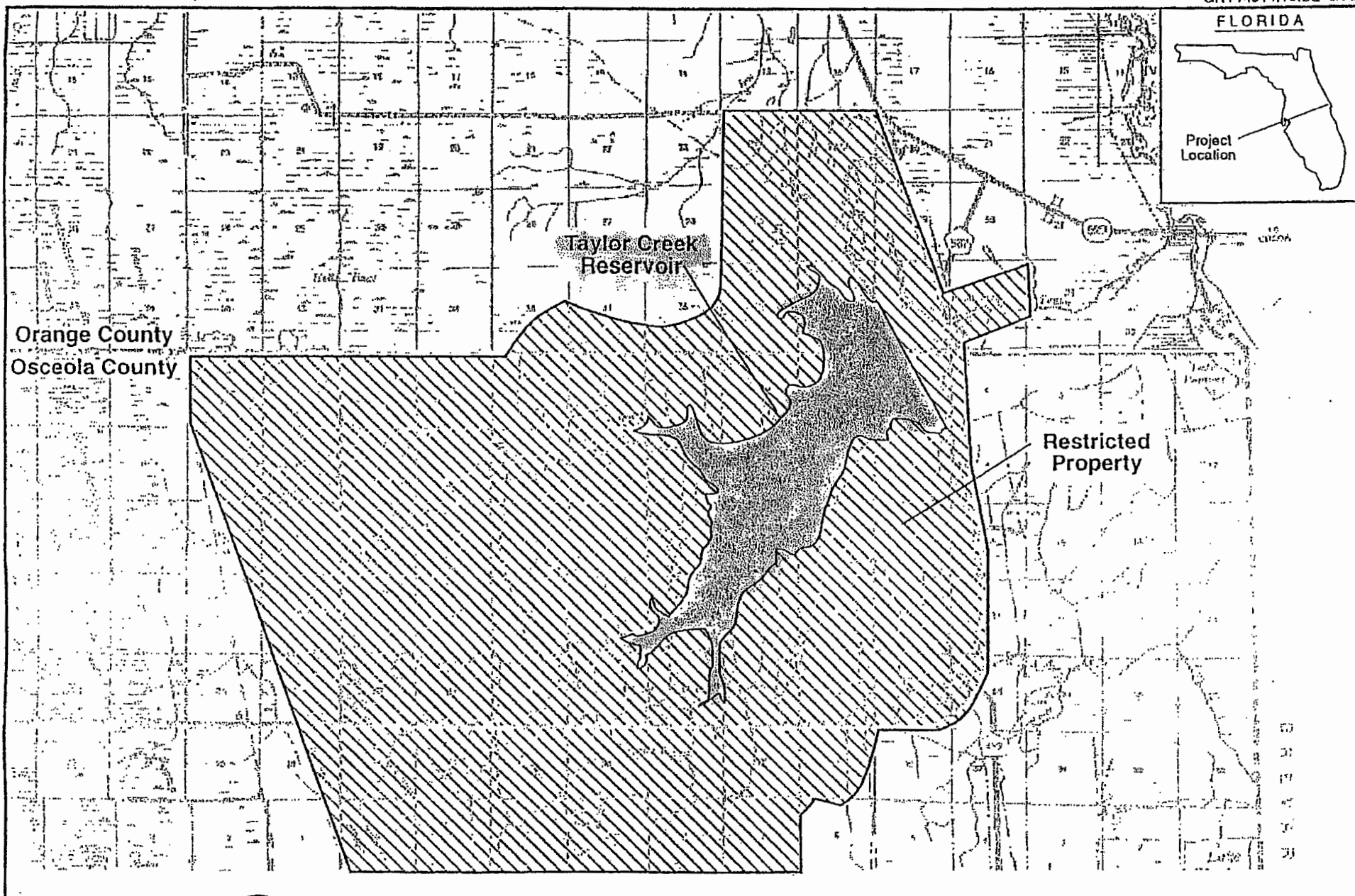



EXHIBIT A.
Approximate Location of Restricted Property. 

EXHIBIT B

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

CORPORATION OF THE PRESIDENT)
OF THE CHURCH OF JESUS CHRIST)
OF LATTER DAY SAINTS,)

Petitioner,)

vs.)

CASE NO. 91-5402

CITY OF COCOA, and ST. JOHNS RIVER)
WATER MANAGEMENT DISTRICT,)

Respondents.)

CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST
OF LATTER DAY SAINTS: NOTICE OF WITHDRAWAL AND
MOTION TO RELINQUISH JURISDICTION

Pursuant to Section 120.57, Florida Statutes and Florida Administrative Code Rules 60Q-2.033 and 60Q-2.036, Petitioner, Corporation of the President of the Church of Jesus Christ of Latter Day Saints hereby voluntarily dismisses with prejudice its Petition for Formal Hearing, consents to issuance of Consumptive Use Permit 2-097-0024ANG to Respondent, City of Cocoa and moves the Hearing Officer for the issuance of an Order Relinquishing Jurisdiction of this matter back to the Governing Board of the St. Johns River Water Management District for entry of a Final Order. Petitioner has consulted with attorneys for Respondents, City of Cocoa and St. John River Water Management District, and is authorized to represent they consent to granting the Motion to Relinquish Jurisdiction.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail to Frank Matthews, Esquire, 123 South Calhoun Street, Tallahassee, Florida 32314; Edward P. de la Parte, Jr., Esquire, One Tampa City Center, Suite 2300, Tampa,

Florida 33672; and, Kathryn Mennella, Esquire, Post Office Box 1429, Palatka, Florida
32178-1429 this ____ day of _____, 1993.

SMITH & WILLIAMS, P.A.

Gregory L. Williams
Florida Bar No. 319503
712 South Oregon Avenue
Tampa, Florida 33606
Telephone No. (813) 253-5400

Attorneys for Corporation of the
President of the Church of Jesus
Christ of Latter Day Saints

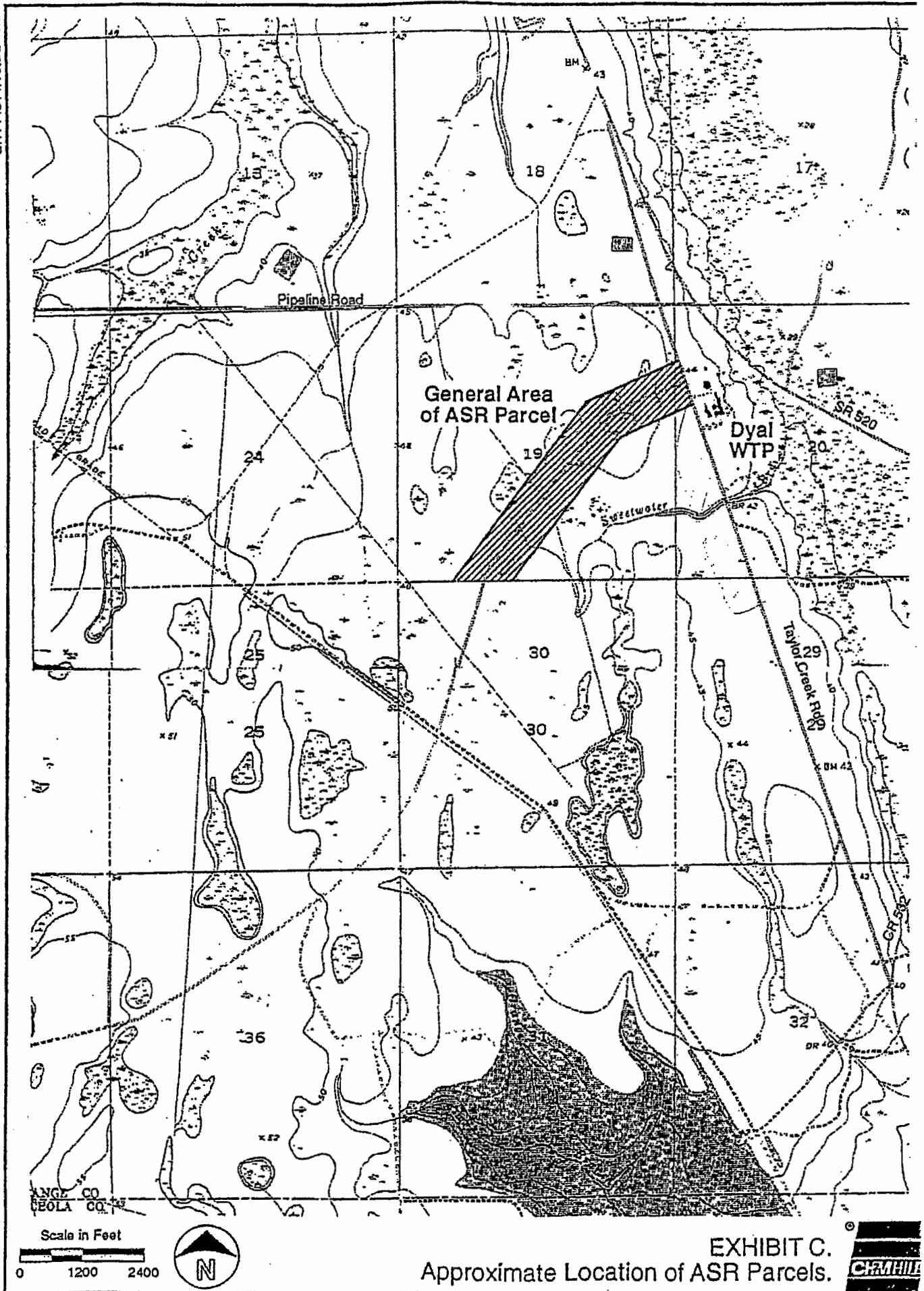


EXHIBIT C.
Approximate Location of ASR Parcels.



EXHIBIT D

THIS WARRANTY DEED made and executed the ____ day of _____, A.D., 1993 by CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, a Utah corporation sole authorized to do business in the State of Florida, and having its principal place of business at 13754 Deseret Lane, St. Cloud, Florida 34773 (hereinafter "Grantor") to CITY OF COCOA, FLORIDA, a municipal of the State of Florida, and having its principal address at P.O. Box 1750, Cocoa, Florida 32922 (hereinafter "Grantee"):

(Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alienate, remise, situate in Orange County, Florida, viz:

See Exhibit "A" attached hereto and made a part hereof: [Legal Description of ASR Parcels]

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said property in fee simple; that Grantor has good and lawful authority to sell and convey said land and that said land is free and clear of all encumbrances except the permitted exceptions set forth in Exhibit "B" attached hereto and made a part hereof; that, subject to the permitted exceptions, it hereby fully warrants the title to said land and will defend the same against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

(Corporate Seal)

Corporation of the President of
the Church of Jesus Christ of Latter
Day Saints, a Utah Corporation Sole

Signed, sealed and delivered
in the presence of:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Title: _____

Date: _____

Address: _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Corporation of the President of the Church of Jesus Christ of Latter Day Saints, and that he(she) acknowledged executing same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him(her) by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, A.D. 1993.

Sign: _____

Print: _____

Notary Public,
My Commission Expires:

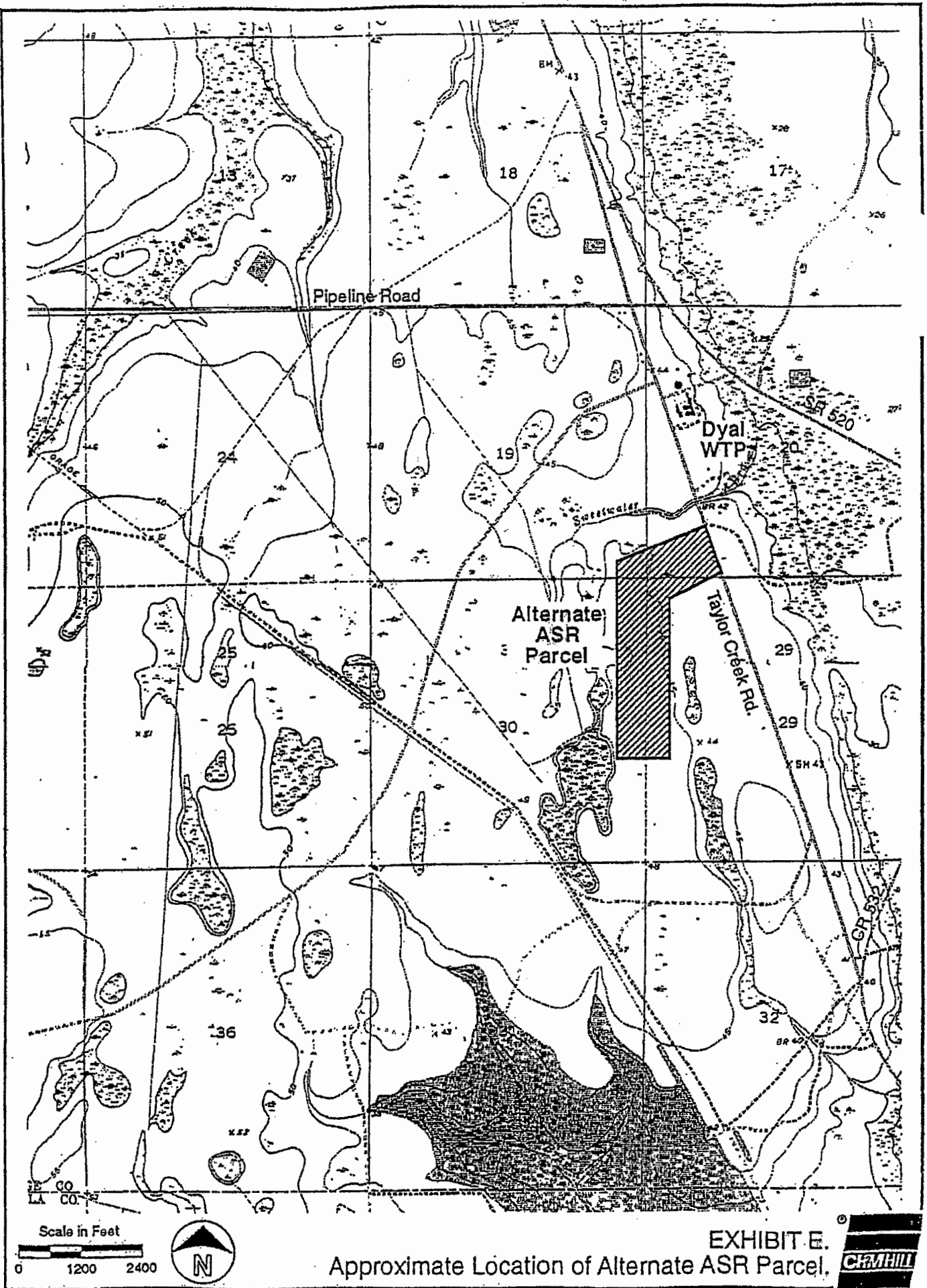


EXHIBIT E.
Approximate Location of Alternate ASR Parcel.



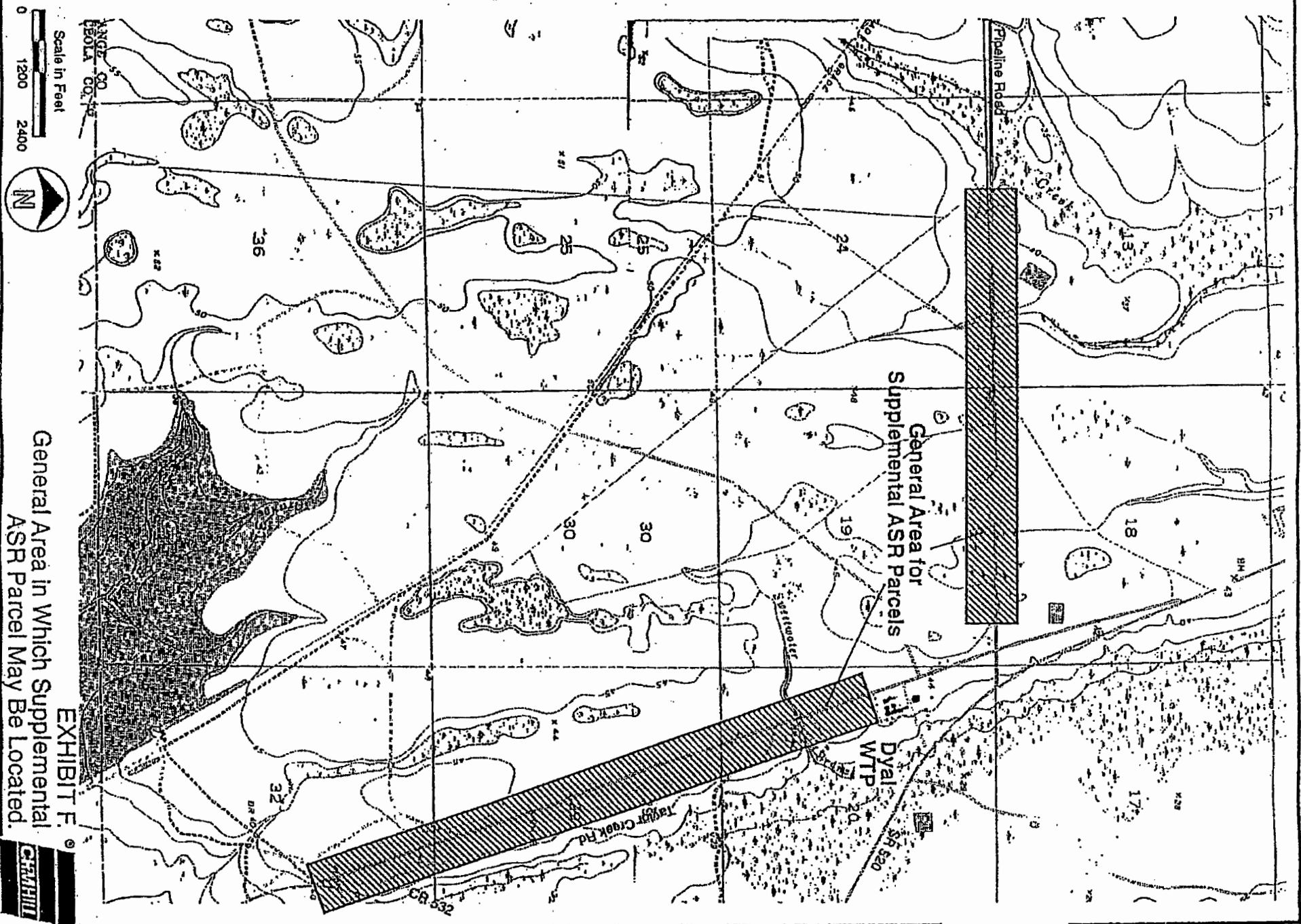


EXHIBIT G

THIS WARRANTY DEED made and executed the ____ day of _____, A.D., 1993 by CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, a Utah corporation sole authorized to do business in the State of Florida, and having its principal place of business at 13754 Deseret Lane, St. Cloud, Florida 34773 (hereinafter "Grantor") to CITY OF COCOA, FLORIDA, a municipal of the State of Florida, and having its principal address at P.O. Box 1750, Cocoa, Florida 32922 (hereinafter "Grantee"):

(Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alienate, remise, situate in Orange County, Florida, viz:

See Exhibit "A" attached hereto and made a part hereof: [Legal Description of the Supplemental ASR Parcel]

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said property in fee simple; that Grantor has good and lawful authority to sell and convey said land and that said land is free and clear of all encumbrances except the permitted exceptions set forth in Exhibit "B" attached hereto and made a part hereof; that, subject to the permitted exceptions, it hereby fully warrants the title to said land and will defend the same against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

(Corporate Seal)

Corporation of the President of
the Church of Jesus Christ of Latter
Day Saints, a Utah Corporation Sole

Signed, sealed and delivered
in the presence of:

Sign: _____

Sign: _____

Print: _____

Print: _____

Date: _____

Title: _____

Date: _____

Sign: _____

Address: _____

Print: _____

Date: _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Corporation of the President of the Church of Jesus Christ of Latter Day Saints, and that he(she) acknowledged executing same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him(her) by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, A.D. 1993.

Sign: _____

Print: _____

Notary Public,
My Commission Expires:

EXHIBIT H

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE [OSCEOLA] COUNTY, FLORIDA

CITY OF COCOA, FLORIDA,)
)
Petitioner,)
)
vs.)
)
CORPORATION OF THE PRESIDENT)
OF THE CHURCH OF JESUS CHRIST)
OF LATTER DAY SAINTS, et al.)
)
Respondents.)
_____)

CASE NO. _____

STIPULATED ORDER OF TAKING

THIS CAUSE came to be heard by the Court pursuant to Petitioner's Declaration of Taking and Estimate of Value, and the Taylor Creek Reservoir Settlement Agreement between Petitioner, City of Cocoa and Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints, a copy of which is attached hereto as Exhibit "A." The Court, being fully advised in the premises, it is

ORDERED AND ADJUDGED as follows:

1. The Court has jurisdiction over the subject matter and the parties to this cause.
2. Proper notice was first given to all Respondents and all persons having or claiming any equity, lien, title or other interest in or to the real property described in the Petition.
3. The pleadings in this cause are sufficient, and Petitioner is properly exercising its delegated authority.
4. The estimate of value filed in this cause by Petitioner was made in good faith, and based upon a valid appraisal.
5. Pursuant to Section 11.2 of the Taylor Creek Reservoir Settlement Agreement, Petitioner and Respondent, Corporation of the President of the Church of Jesus Christ of

Latter Day Saints agree that, with the exception of the severance and business damage claim described in Section 11.4 of the Taylor Creek Reservoir Settlement Agreement, just and fair compensation for taking title to the easements in real property described in the attached Exhibit "B" is provided in the payments made by Petitioner to Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints pursuant to Section 14 of the Taylor Creek Reservoir Settlement Agreement.

6. Petitioner is entitled to possession of and title to the easements in real property described in the attached Exhibit "B," prior to entry of final judgment, upon entry of this order.

7. Possession of and title to the estates and interests in real property described in the attached Exhibit "B" shall vest in Petitioner without further notice or order of this Court.

DONE AND ORDERED in Orange County, Florida, this ____ day of

_____, 1993.

Circuit Judge

Copies to: All Counsel of record

EXHIBIT B

- I. Introduction – The estates and interests in the real property identified and described herein are necessary for the construction, operation, and maintenance of the facilities needed to withdraw, treat, store and transport water from the Taylor Creek Reservoir (hereinafter collectively referred to as the "Easement Property") located in Orange County, Florida and Osceola County, Florida for the public purpose of supplementing and supplying the City of Cocoa's public water utility system.
- II. Definition of Easements
 - (a) As used herein, "Production Facility Easement" includes the right to enter upon the affected lands to clear the land of vegetation, to excavate, to construct, operate and maintain water production facilities, to construct, operate and maintain electrical power facilities necessary to operate and maintain the water production facilities. Provided, however, that upon completion of construction, the owner of the servient tenement in real property may utilize the land within the Production Facility Easement for any purpose or use not inconsistent with the City of Cocoa's operation and maintenance of the water production facilities. If the owner of the servient tenement places a fence or fences across the Production Facility Easement, said owner shall provide a gate and keys (or combination) adequate to allow ingress and egress to the City of Cocoa and its agents. In addition, the following provisions shall be applicable to the Production Facility Easement:
 - (1) The Production Facility Easement shall expire and revert to the Corporation of the President of the Church of Jesus Christ of Latter Day Saints or its successors or assigns upon termination or expiration of the Taylor Creek Reservoir Settlement Agreement.
 - (2) The Production Facility Easement shall be non-exclusive, and the City of Cocoa shall be entitled to convey right-of-way to such electrical utility agencies as is necessary for the construction, operation and maintenance of water production facilities.
 - (3) The City of Cocoa shall not use the Production Facility Easement in a manner that creates a nuisance or an unsightly condition.
 - (4) The City of Cocoa shall not use the Production Facility Easement in a manner that causes flooding or creates wetlands or other environmentally protected areas.
 - (5) The Production Facility Easement shall not be used in a manner that damages the structural integrity of the Taylor Creek Reservoir Dike.
 - (6) The Production Facility Easement shall not be used in a manner that causes fish kills in the Taylor Creek Reservoir or otherwise interferes with present and future uses of the Taylor Creek Reservoir including, but not limited to, agricultural uses as more particularly described in

Sections 6.2 and 6.3 of the Taylor Creek Reservoir Settlement Agreement and recreational uses including recreational fishing and boating, including the unrestricted use of gasoline combustion engines, and the Corporation of the President of the Church of Jesus Christ of Latter Day Saints reserves the right to enter the leases and licenses of the Taylor Creek Reservoir for such purposes. Except for the foregoing agricultural and recreational uses, the Corporation of the President of the Church of Jesus Christ of Latter Day Saints' future use of the Taylor Creek Reservoir shall not substantially interfere with the City of Cocoa's use of the Taylor Creek Reservoir as authorized under the Taylor Creek Reservoir Settlement Agreement.

- (7) The Production Facility Easement shall not be fenced to preclude agricultural uses of the servient tenement by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints, including cattle grazing and other customary agricultural uses; unless those uses prove to be inconsistent with the City of Cocoa's use of the easement property under Section II.(a) herein. In which case, the City of Cocoa may construct and maintain fencing only on the easement property where necessary to minimize the interruption of grazing patterns and to provide livestock control.
- (8) The Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall have the right to install fences or gates on the Production Facility Easement for its agricultural cattle control and security purposes.
- (9) Any fences or gates on the Production Facility Easement installed by the City of Cocoa shall be maintained in good repair by the City of Cocoa. Any fences or gates installed by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall be maintained in good repair by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints. All gates shall be kept locked.
- (10) No City of Cocoa employee or independent contractor shall use the Production Facility Easement for hunting, fishing or recreational purposes.
- (11) The names of all City of Cocoa employees and independent contractors authorized by the City of Cocoa to enter the Production Facility Easement shall be furnished in writing to the Corporation of the President of the Church of Jesus Christ of Latter Day Saints prior to entry upon the easement property and the City of Cocoa shall require that all employees and contractors carry such reasonable identification as prescribed by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints.

- (12) The City of Cocoa shall comply with all reasonable requests of the Corporation of the President of the Church of Jesus Christ of Latter Day Saints to assist in securing the Production Facility Easement against trespassers and poachers.
- (13) Drainage ditches and structures, if damaged by construction, will be restored or replaced in-kind to equivalent or better condition. The Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall have the right to maintain existing drainage ditches and structures.
- (14) Fences, roadways and access structures, if damaged by construction, will be restored or replaced in-kind to equivalent or better condition. The City of Cocoa will not use the area of the Production Facility Easement during construction in a manner that will unreasonably restrict any ingress and egress to the servient tenement.
- (15) All areas within and adjacent to the Production Facility Easement disturbed by construction of the water production facilities will be seeded and mulched as the final phase of construction.
- (16) The City of Cocoa shall not use airboats on the Taylor Creek Reservoir. Further, the City of Cocoa's boating activity on the Taylor Creek Reservoir shall not interfere with the Corporation of the President of the Church of Jesus Christ of Latter Day Saints' use of the Taylor Creek Reservoir for recreational fishing.
- (17) The City of Cocoa shall hold harmless, defend and indemnify the Corporation of the President of the Church of Jesus Christ of Latter Day Saints for any claims, demands, lawsuits, judgment and damages arising on or in connection with the City of Cocoa's use of the Production Facility Easement as more particularly provided in Section 18 of the Taylor Creek Reservoir Settlement Agreement.
- (b) As used herein, "Environmental Monitoring Easement" includes the right to enter upon the affected land to take quantitative measurements of vegetation, to sample water, soil and vegetation, to construct, operate and maintain piezometers and other water level recorders, to photograph the area, to install stakes and flags, to tag vegetation and to conduct any activities authorized pursuant to Sections 11.3.3, 11.3.4, 11.3.5 and 11.3.6 of the Taylor Creek Reservoir Settlement Agreement. Provided, however, the owner of the servient tenement in real property may utilize the land for any purpose or use not inconsistent with the City of Cocoa's use of the Environmental Monitoring Easement. If the owner of the servient tenement places a fence or fences across the Environmental Monitoring Easement, said owner shall provide a gate and keys (or combination) adequate to allow ingress and egress to the City of Cocoa and its agents. In addition, the following provisions shall be applicable to the Environmental Monitoring Easement:

- (1) The Environmental Monitoring Easement shall expire and revert to the Corporation of the President of the Church of Jesus Christ of Latter Day Saints or its successors or assigns upon termination or expiration of the Taylor Creek Reservoir Settlement Agreement.
- (2) The Environmental Monitoring Easement shall be non-exclusive.
- (3) The Environmental Monitoring Easement shall not be used for treatment of water or storage of equipment, personal property or materials above ground; provided however, the construction, operation and maintenance of piezometers and other water level recorders, the installation of flags and the tagging of vegetation shall not be considered the storage of equipment, personal property or materials.
- (4) The City of Cocoa shall not use the Environmental Monitoring Easement in a manner that creates a nuisance or an unsightly condition.
- (5) The City of Cocoa shall not use the Environmental Monitoring Easement in a manner that causes flooding or creates wetlands or other environmentally protected areas.
- (6) The Environmental Monitoring Easement shall not be used in a manner that causes fish kills in the Taylor Creek Reservoir or otherwise interferes with present and future uses of the Taylor Creek Reservoir including, but not limited to, agricultural uses as more particularly described in Sections 6.2 and 6.3 of the Taylor Creek Reservoir Settlement Agreement and recreational uses including recreational fishing and boating, including the unrestricted use of gasoline combustion engines, and the Corporation of the President of the Church of Jesus Christ of Latter Day Saints reserves the right to enter the leases and licenses of the Taylor Creek Reservoir for such purposes. Except for the foregoing agricultural and recreational uses, the Corporation of the President of the Church of Jesus Christ of Latter Day Saints' future use of the Taylor Creek Reservoir shall not substantially interfere with the City of Cocoa's use of the Taylor Creek Reservoir as authorized under the Taylor Creek Reservoir Settlement Agreement.
- (7) The Environmental Monitoring Easement shall not be fenced to preclude agricultural use by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints, including cattle grazing and other customary agricultural uses.
- (8) The Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall have the right to maintain fences or gates on the Environmental Monitoring Easement for its agricultural cattle control and security purposes. Any fences or gates installed on the easement property shall be maintained in good repair by the

Corporation of the President of the Church of Jesus Christ of Latter Day Saints. All gates shall be kept locked.

- (9) No City of Cocoa employee or independent contractor shall use the Environmental Monitoring Easement for hunting, fishing or recreational purposes.
- (10) The names of all City of Cocoa employees and independent contractors authorized by the City of Cocoa to enter the Environmental Monitoring Easement shall be furnished in writing to the Corporation of the President of the Church of Jesus Christ of Latter Day Saints prior to entry upon the easement property and the City of Cocoa shall require that all employees and contractors carry such reasonable identification as prescribed by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints.
- (11) The City of Cocoa shall comply with all reasonable requests of the Corporation of the President of the Church of Jesus Christ of Latter Day Saints to assist in securing the Environmental Monitoring Easement against trespassers and poachers.
- (12) The City of Cocoa shall not use airboats on the Taylor Creek Reservoir. Further, the City of Cocoa's boating activity on the Taylor Creek Reservoir shall not interfere with the Corporation of the President of the Church of Jesus Christ of Latter Day Saints' use of the Taylor Creek Reservoir for recreational fishing.
- (13) The City of Cocoa shall hold harmless, defend and indemnify the Corporation of the President of the Church of Jesus Christ of Latter Day Saints for any claims, demands, lawsuits, judgment and damages arising on or in connection with the City of Cocoa's use of the Environmental Monitoring Easement as more particularly provided in Section 18 of the Taylor Creek Reservoir Settlement Agreement.

III. Identification and Description of the Estates and Interests in Real Property to be Condemned.

- (a) For the raw water intake structure and pump station site, the City of Cocoa needs a Production Facility Easement in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

- (b) For the pipeline route extending from the Dyal Plant to the raw water intake structure and pump station site, the City of Cocoa needs a 100 foot wide Production Facility Easement in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

- (c) For the 10 Taylor Creek Reservoir Vegetation Monitoring Transects, the City of Cocoa needs Environmental Monitoring Easements in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

- (d) For the 5 Taylor Creek Floodplain Vegetation Monitoring Transects, the City of Cocoa needs Environmental Monitoring Easements in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

- (e) For the 5 Hand Fern Vegetation Monitoring Transects, the City of Cocoa needs Environmental Monitoring Easements in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

- (f) For the 3 Reference Wetlands, the City of Cocoa needs Environmental Monitoring Easements in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

EXHIBIT I

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE [OSCEOLA] COUNTY, FLORIDA

CITY OF COCOA, FLORIDA,

Petitioner,

vs.

CORPORATION OF THE PRESIDENT
OF THE CHURCH OF JESUS CHRIST
OF LATTER DAY SAINTS, et al.

Respondents.

CASE NO. _____

STIPULATED FINAL JUDGMENT

THIS CAUSE came to be heard by the Court pursuant to the Taylor Creek Reservoir Settlement Agreement between Petitioner, City of Cocoa and Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints, a copy of which is attached hereto as Exhibit "A." The Court, being fully advised in the premises, it is

ORDERED AND ADJUDGED as follows:

1. This Stipulated Final Judgment solely involves the real property described in the attached Exhibit "B."
2. All pending claims in the above-styled case (including but not limited to the order of taking, full compensation, prejudgment interest, severance damages, business damages and any other type of damages recoverable eminent domain, and the value of any liens, leases, encumbrances, options or contracts on the Subject Real Property, and attorneys fees and costs), exclusive of any severance or business damages attributable to the imposition of land use restrictions due to the taking and use proposed by the Petitioner, as more specifically described in Section 11.4 of the Taylor Creek Reservoir Settlement Agreement, have been satisfied and are hereafter discharged without further notice or order of this Court.

3. Jurisdiction over the above-styled case is reserved solely for Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints' potential claim for severance and business damages attributable to restrictions placed by local, regional, state or federal government agencies on Respondent, Church of Jesus Christ of Latter Day Saints' use of the Restricted Property, which restrictions result from Petitioner's withdrawal or use of the Taylor Creek Reservoir and L-73 Canal for water supply, as more specifically described in Section 11.4 of the Taylor Creek Reservoir Settlement Agreement. However, in accordance with the Taylor Creek Reservoir Settlement Agreement, the Petitioner shall not be liable for severance and business damages resulting from any use restriction placed on property owned by COP outside the Restricted Property nor shall Petitioner be liable for severance and business damages resulting from any use restriction that is entirely independent of the Petitioner's use of the Taylor Creek Reservoir or due at least in part to Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saint's use of the Taylor Creek Reservoir for potable water supply purposes. Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall not assert such any claim until such time as a land use restriction that would give rise to an actionable severance and business damage claim actually occurs, and is upheld against the administrative and judicial challenges of Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints and the Petitioner. If the Petitioner withdraws or fails or refuses to challenge the land use restriction, or if the Petitioner refuses to appeal any adverse determination to the appropriate tribunal, Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints would then be entitled to assert the severance or business damage claim. Any use restriction of the Restricted Property that results in Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints being entitled to assert a severance or business damage claim would not preclude Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints from asserting a future severance or business damage claim as a result of a future use

restriction of the Restricted Property; provided, however, Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall not be entitled to severance damages exceeding 100% of the fair market value of the Restricted Property (determined at the time the claim is asserted) affected by the use restrictions attributable to Petitioner's withdrawal and use of the Taylor Creek Reservoir for water supply purposes, any payments made by Petitioner to Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints of prior severance damage claims shall be counted in determining whether the fair market value of the Restricted Property has been exceeded and Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall not be entitled to business damages, where the business activity affected by use restrictions attributable to the City's withdrawal and use of the Taylor Creek Reservoir for water supply purposes was the subject of a preceding business damage claim. In the event a severance or business damage claim is asserted as specified herein, the Petitioner and Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints would be entitled to all rights under the version of Chapters 73 and 74 of the Florida Statutes in effect on February 1, 1993, notwithstanding future repeal or modification of these statutory rights. Additionally, the Petitioner would be entitled to assert that such severance or business damage claim are not compensable in an eminent domain proceeding.

4. Jurisdiction over the above-styled case is also reserved for the purpose of determining attorneys fees and costs associated with a severance or business damage claim by Respondent, Corporation of the President that is attributable to restrictions placed by local, regional, state or federal government agencies on Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints' use of the Restricted Property, which restrictions result from the Petitioner's withdrawal or use of the Taylor Creek Reservoir and L-73 Canal for water supply, as more specifically described in Section 11.4 of the Taylor Creek Reservoir Settlement Agreement. Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints' entitlement to the reimbursement of attorneys

fees and costs under these circumstances shall be governed by the version of Chapters 73 and 74 of the Florida Statutes in effect on February 1, 1993.

5. In the event Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints is successful in obtaining a settlement or judgment awarding business or severance damages and attorneys fees and costs against the Petitioner as specified herein, the Petitioner shall have the right to pay any such settlement or judgment over a period of five (5) years, with any unpaid balance accruing interest at the statutory rate in effect at the time the settlement, judgment or order directing payment of the award becomes final.

DONE AND ORDERED in Orange County, Florida, this ____ day of
_____, 1993.

Circuit Judge

Copies to: All Counsel of record

EXHIBIT B

- I. Introduction – The estates and interests in the real property identified and described herein are necessary for the construction, operation, and maintenance of the facilities needed to withdraw, treat, store and transport water from the Taylor Creek Reservoir (hereinafter collectively referred to as the “Subject Real Property”) located in Orange County, Florida and Osceola County, Florida for the public purpose of supplementing and supplying the City of Cocoa’s public water utility system.
- II. Definition of Easements
 - (a) As used herein, “Production Facility Easement” includes the right to enter upon the affected lands to clear the land of vegetation, to excavate, to construct, operate and maintain water production facilities, to construct, operate and maintain electrical power facilities necessary to operate and maintain the water production facilities. Provided, however, that upon completion of construction, the owner of the servient tenement in real property may utilize the land within the Production Facility Easement for any purpose or use not inconsistent with the City of Cocoa’s operation and maintenance of the water production facilities. If the owner of the servient tenement places a fence or fences across the Production Facility Easement, said owner shall provide a gate and keys (or combination) adequate to allow ingress and egress to the City of Cocoa and its agents. In addition, the following provisions shall be applicable to the Production Facility Easement:
 - (1) The Production Facility Easement shall expire and revert to the Corporation of the President of the Church of Jesus Christ of Latter Day Saints or its successors or assigns upon termination or expiration of the Taylor Creek Reservoir Settlement Agreement.
 - (2) The Production Facility Easement shall be non-exclusive, and the City of Cocoa shall be entitled to convey right-of-way to such electrical utility agencies as is necessary for the construction, operation and maintenance of water production facilities.
 - (3) The City of Cocoa shall not use the Production Facility Easement in a manner that creates a nuisance or an unsightly condition.
 - (4) The City of Cocoa shall not use the Production Facility Easement in a manner that causes flooding or creates wetlands or other environmentally protected areas.
 - (5) The Production Facility Easement shall not be used in a manner that damages the structural integrity of the Taylor Creek Reservoir Dike.
 - (6) The Production Facility Easement shall not be used in a manner that causes fish kills in the Taylor Creek Reservoir or otherwise interferes with present and future uses of the Taylor Creek Reservoir including, but not limited to, agricultural uses as more particularly described in

sections 6.2 and 6.3 of the Taylor Creek Reservoir Settlement Agreement and recreational uses including recreational fishing and boating, including the unrestricted use of gasoline combustion engines, and the Corporation of the President of the Church of Jesus Christ of Latter Day Saints reserves the right to enter the leases and licenses of the Taylor Creek Reservoir for such purposes. Except for the foregoing agricultural and recreational uses, the Corporation of the President of the Church of Jesus Christ of Latter Day Saints' future use of the Taylor Creek Reservoir shall not substantially interfere with the City of Cocoa's use of the Taylor Creek Reservoir as authorized under the Taylor Creek Reservoir Settlement Agreement.

- (7) The Production Facility Easement shall not be fenced to preclude agricultural uses of the servient tenement by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints, including cattle grazing and other customary agricultural uses; unless those uses prove to be inconsistent with the City of Cocoa's use of the easement property under Section II.(a) herein. In which case, the City of Cocoa may construct and maintain fencing only on the easement property where necessary to minimize the interruption of grazing patterns and to provide livestock control.
- (8) The Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall have the right to install fences or gates on the Production Facility Easement for its agricultural cattle control and security purposes.
- (9) Any fences or gates on the Production Facility Easement installed by the City of Cocoa shall be maintained in good repair by the City of Cocoa. Any fences or gates installed by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall be maintained in good repair by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints. All gates shall be kept locked.
- (10) No City of Cocoa employee or independent contractor shall use the Production Facility Easement for hunting, fishing or recreational purposes.
- (11) The names of all City of Cocoa employees and independent contractors authorized by the City of Cocoa to enter the Production Facility Easement shall be furnished in writing to the Corporation of the President of the Church of Jesus Christ of Latter Day Saints prior to entry upon the easement property and the City of Cocoa shall require that all employees and contractors carry such reasonable identification as prescribed by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints.

- (12) The City of Cocoa shall comply with all reasonable requests of the Corporation of the President of the Church of Jesus Christ of Latter Day Saints to assist in securing the Production Facility Easement against trespassers and poachers.
 - (13) Drainage ditches and structures, if damaged by construction, will be restored or replaced in-kind to equivalent or better condition. The Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall have the right to maintain existing drainage ditches and structures.
 - (14) Fences, roadways and access structures, if damaged by construction, will be restored or replaced in-kind to equivalent or better condition. The City of Cocoa will not use the area of the Production Facility Easement during construction in a manner that will unreasonably restrict any ingress and egress to the servient tenement.
 - (15) All areas within and adjacent to the Production Facility Easement disturbed by construction of the water production facilities will be seeded and mulched as the final phase of construction.
 - (16) The City of Cocoa shall not use airboats on the Taylor Creek Reservoir. Further, the City of Cocoa's boating activity on the Taylor Creek Reservoir shall not interfere with the Corporation of the President of the Church of Jesus Christ of Latter Day Saints' use of the Taylor Creek Reservoir for recreational fishing.
 - (17) The City of Cocoa shall hold harmless, defend and indemnify the Corporation of the President of the Church of Jesus Christ of Latter Day Saints for any claims, demands, lawsuits, judgment and damages arising on or in connection with the City of Cocoa's use of the Production Facility Easement as more particularly provided in Section 18 of the Taylor Creek Reservoir Settlement Agreement.
- (b) As used herein, "Environmental Monitoring Easement" includes the right to enter upon the affected land to take quantitative measurements of vegetation, to sample water, soil and vegetation, to construct, operate and maintain piezometers and other water level recorders, to photograph the area, to install stakes and flags, to tag vegetation and to conduct any activities authorized pursuant to Sections 11.3.3, 11.3.4, 11.3.5 and 11.3.6 of the Taylor Creek Reservoir Settlement Agreement. Provided, however, the owner of the servient tenement in real property may utilize the land for any purpose or use not inconsistent with the City of Cocoa's use of the Environmental Monitoring Easement. If the owner of the servient tenement places a fence or fences across the Environmental Monitoring Easement, said owner shall provide a gate and keys (or combination) adequate to allow ingress and egress to the City of Cocoa and its agents. In addition, the following provisions shall be applicable to the Environmental Monitoring Easement:

- (1) The Environmental Monitoring Easement shall expire and revert to the Corporation of the President of the Church of Jesus Christ of Latter Day Saints or its successors or assigns upon termination or expiration of the Taylor Creek Reservoir Settlement Agreement.
- (2) The Environmental Monitoring Easement shall be non-exclusive.
- (3) The Environmental Monitoring Easement shall not be used for treatment of water or storage of equipment, personal property or materials above ground; provided however, the construction, operation and maintenance of piezometers and other water level recorders, the installation of flags and the tagging of vegetation shall not be considered the storage of equipment, personal property or materials.
- (4) The City of Cocoa shall not use the Environmental Monitoring Easement in a manner that creates a nuisance or an unsightly condition.
- (5) The City of Cocoa shall not use the Environmental Monitoring Easement in a manner that causes flooding or creates wetlands or other environmentally protected areas.
- (6) The Environmental Monitoring Easement shall not be used in a manner that causes fish kills in the Taylor Creek Reservoir or otherwise interferes with present and future uses of the Taylor Creek Reservoir including, but not limited to, agricultural uses as more particularly described in Sections 6.2 and 6.3 of the Taylor Creek Reservoir Settlement Agreement and recreational uses including recreational fishing and boating, including the unrestricted use of gasoline combustion engines, and the Corporation of the President of the Church of Jesus Christ of Latter Day Saints reserves the right to enter the leases and licenses of the Taylor Creek Reservoir for such purposes. Except for the foregoing agricultural and recreational uses, the Corporation of the President of the Church of Jesus Christ of Latter Day Saints' future use of the Taylor Creek Reservoir shall not substantially interfere with the City of Cocoa's use of the Taylor Creek Reservoir as authorized under the Taylor Creek Reservoir Settlement Agreement.
- (7) The Environmental Monitoring Easement shall not be fenced to preclude agricultural use by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints, including cattle grazing and other customary agricultural uses.
- (8) The Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall have the right to maintain fences or gates on the Environmental Monitoring Easement for its agricultural cattle control and security purposes. Any fences or gates installed on the easement property shall be maintained in good repair by the

Corporation of the President of the Church of Jesus Christ of Latter Day Saints. All gates shall be kept locked.

- (9) No City of Cocoa employee or independent contractor shall use the Environmental Monitoring Easement for hunting, fishing or recreational purposes.
- (10) The names of all City of Cocoa employees and independent contractors authorized by the City of Cocoa to enter the Environmental Monitoring Easement shall be furnished in writing to the Corporation of the President of the Church of Jesus Christ of Latter Day Saints prior to entry upon the easement property and the City of Cocoa shall require that all employees and contractors carry such reasonable identification as prescribed by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints.
- (11) The City of Cocoa shall comply with all reasonable requests of the Corporation of the President of the Church of Jesus Christ of Latter Day Saints to assist in securing the Environmental Monitoring Easement against trespassers and poachers.
- (12) The City of Cocoa shall not use airboats on the Taylor Creek Reservoir. Further, the City of Cocoa's boating activity on the Taylor Creek Reservoir shall interfere with the Corporation of the President of the Church of Jesus Christ of Latter Day Saints' use of the Taylor Creek Reservoir for recreational fishing.
- (13) The City of Cocoa shall hold harmless, defend and indemnify the Corporation of the President of the Church of Jesus Christ of Latter Day Saints for any claims, demands, lawsuits, judgment and damages arising on or in connection with the City of Cocoa's use of the Environmental Monitoring Easement as more particularly provided in Section 18 of the Taylor Creek Reservoir Settlement Agreement.

III. Identification and Description of the Estates and Interests in Real Property to be Condemned.

- (a) For the raw water intake structure and pump station site, the City of Cocoa needs a Production Facility Easement in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

- (b) For the pipeline route extending from the Dyal Plant to the raw water intake structure and pump station site, the City of Cocoa needs a 100 foot wide Production Facility Easement in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

- (c) For the 10 Taylor Creek Reservoir Vegetation Monitoring Transects, the City of Cocoa needs Environmental Monitoring Easements in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

- (d) For the 5 Taylor Creek Floodplain Vegetation Monitoring Transects, the City of Cocoa needs Environmental Monitoring Easements in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

- (e) For the 5 Hand Fern Vegetation Monitoring Transects, the City of Cocoa needs Environmental Monitoring Easements in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

- (f) For the 3 Reference Wetlands, the City of Cocoa needs Environmental Monitoring Easements in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

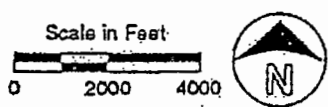
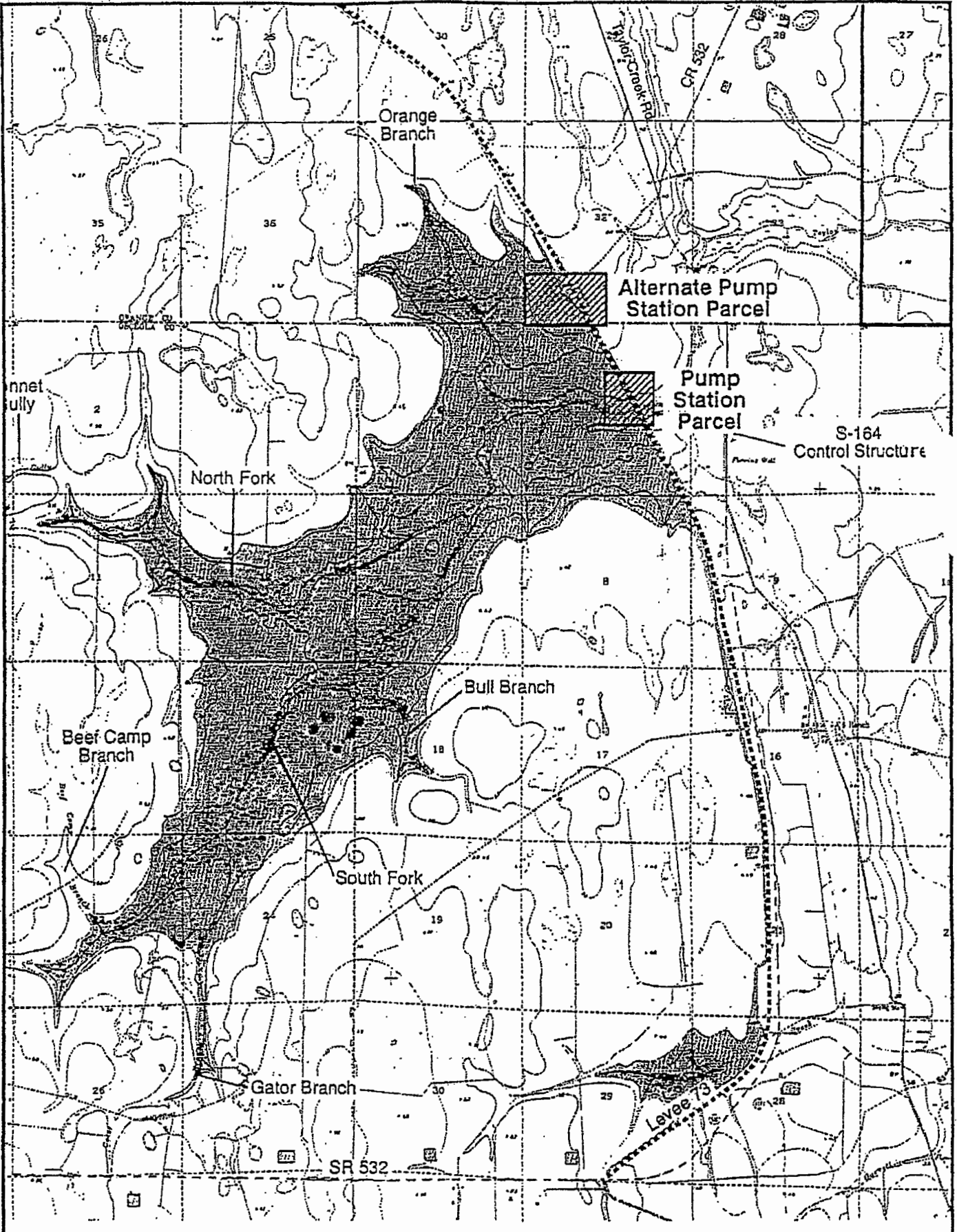


EXHIBIT J.®
Approximate Location of Pump Station Parcel and Alternate Pump Station Parcel.



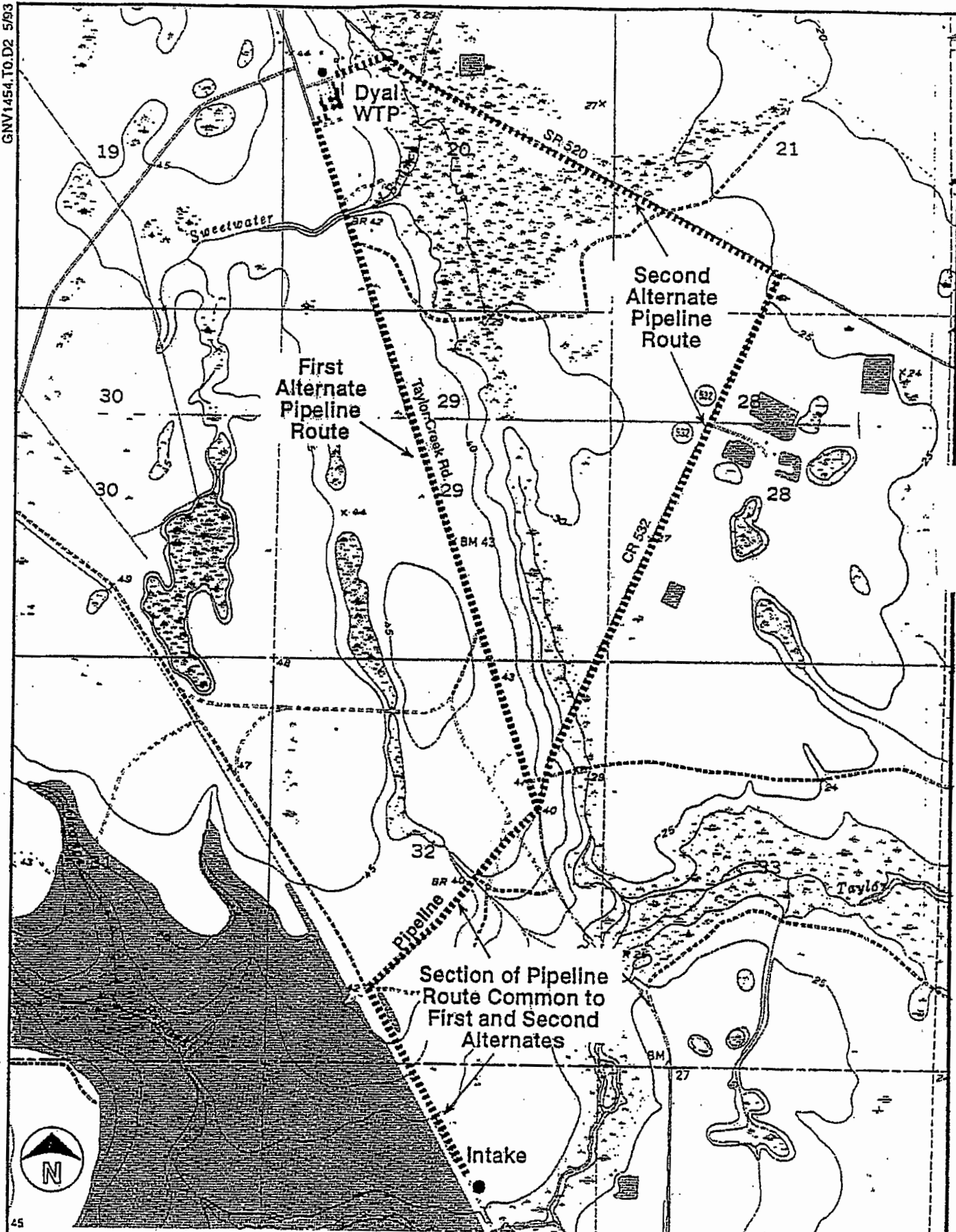


EXHIBIT K. ©
Approximate Location of First Alternate Pipeline
Route and Second Alternate Pipeline Route.



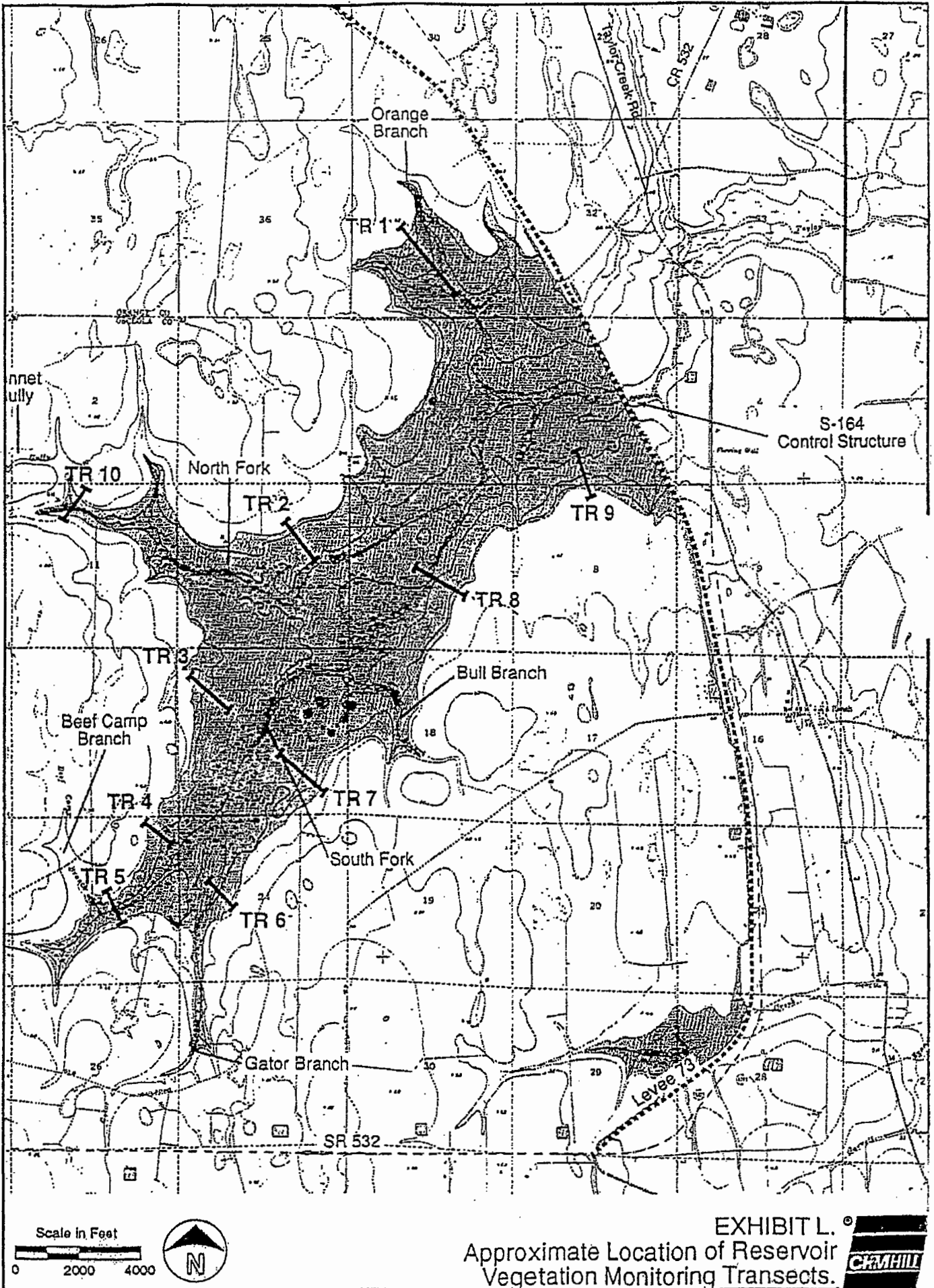
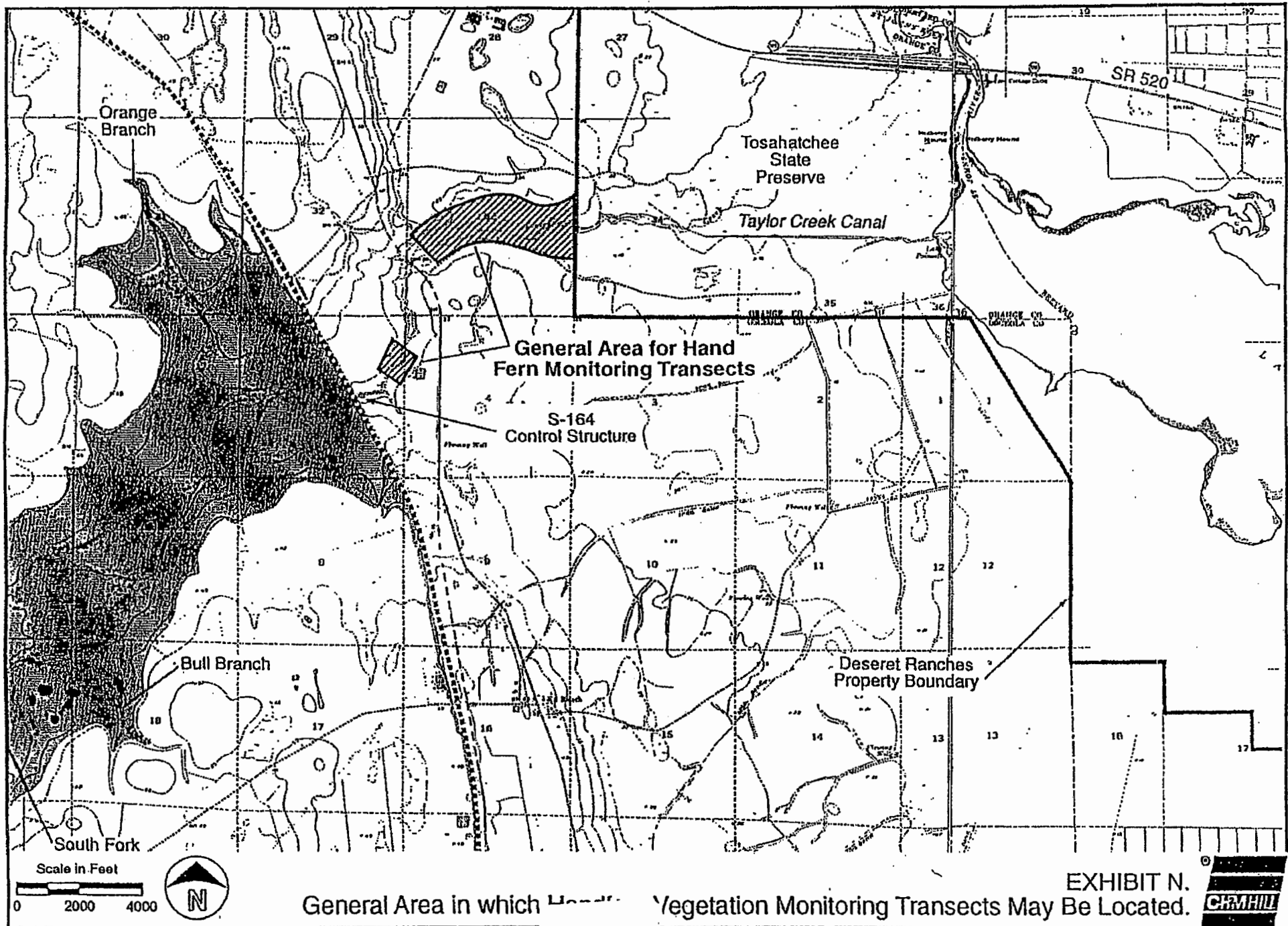


EXHIBIT L. ©
Approximate Location of Reservoir
Vegetation Monitoring Transects.





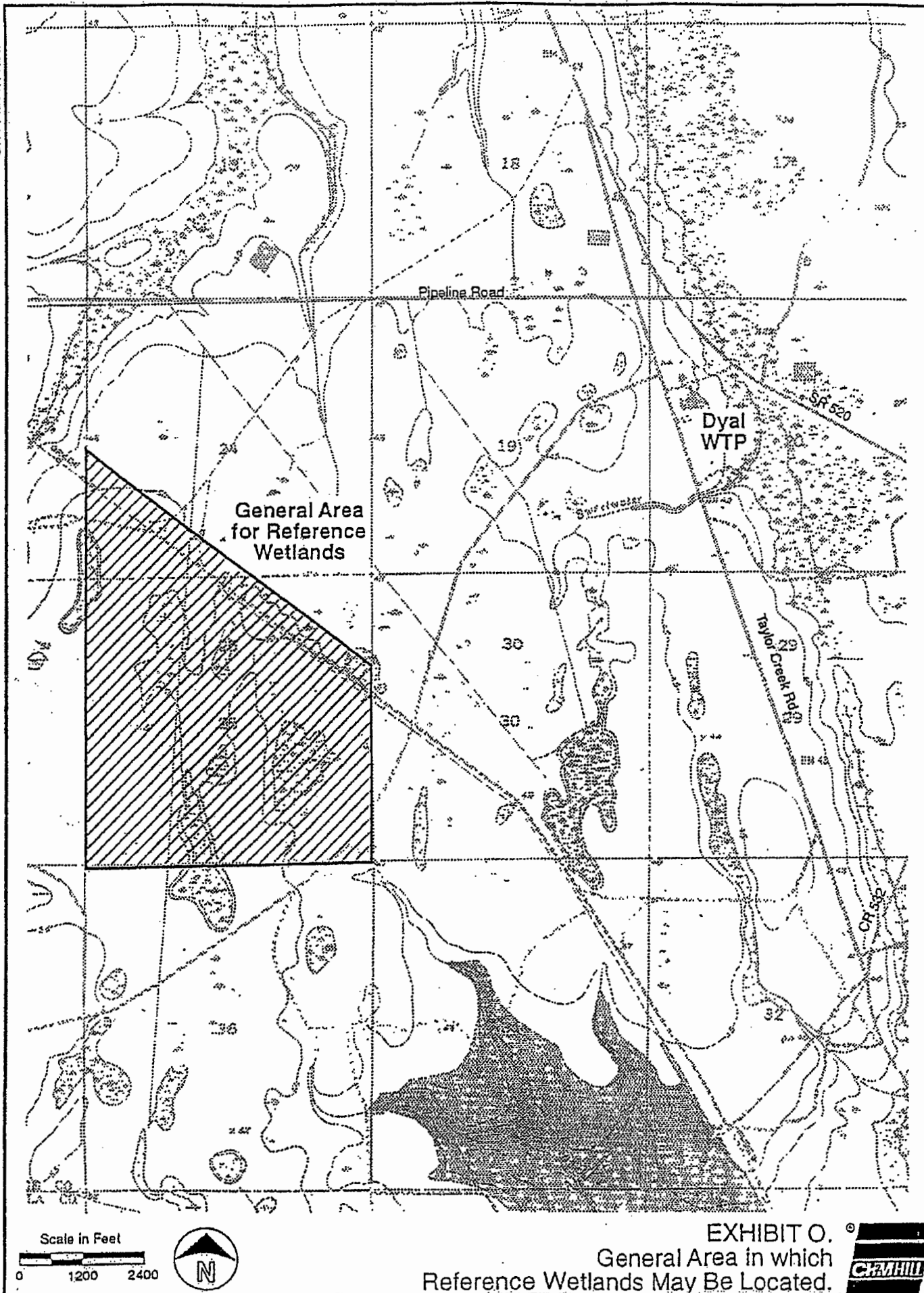


EXHIBIT O.
General Area in which
Reference Wetlands May Be Located.



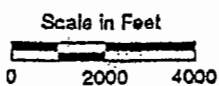
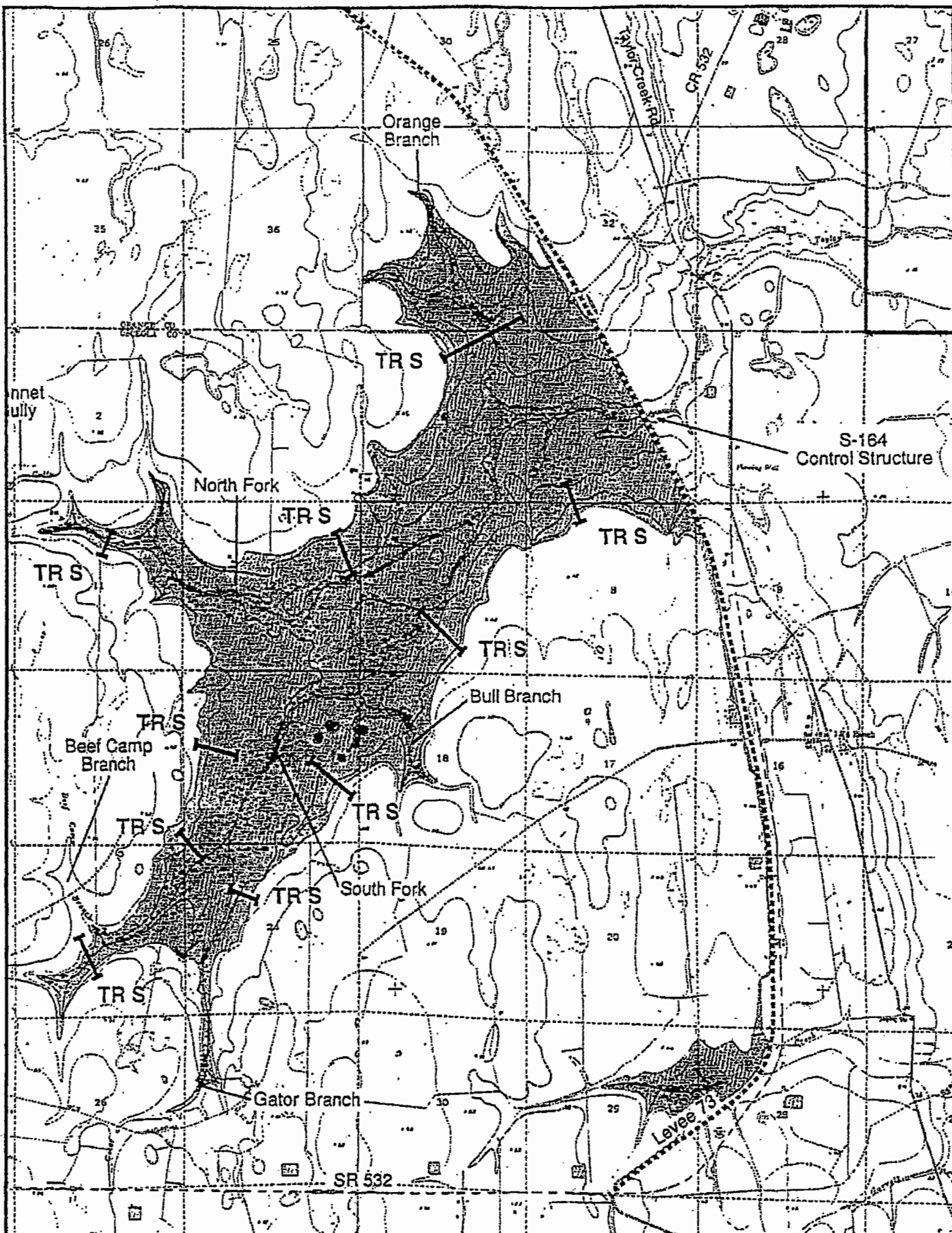
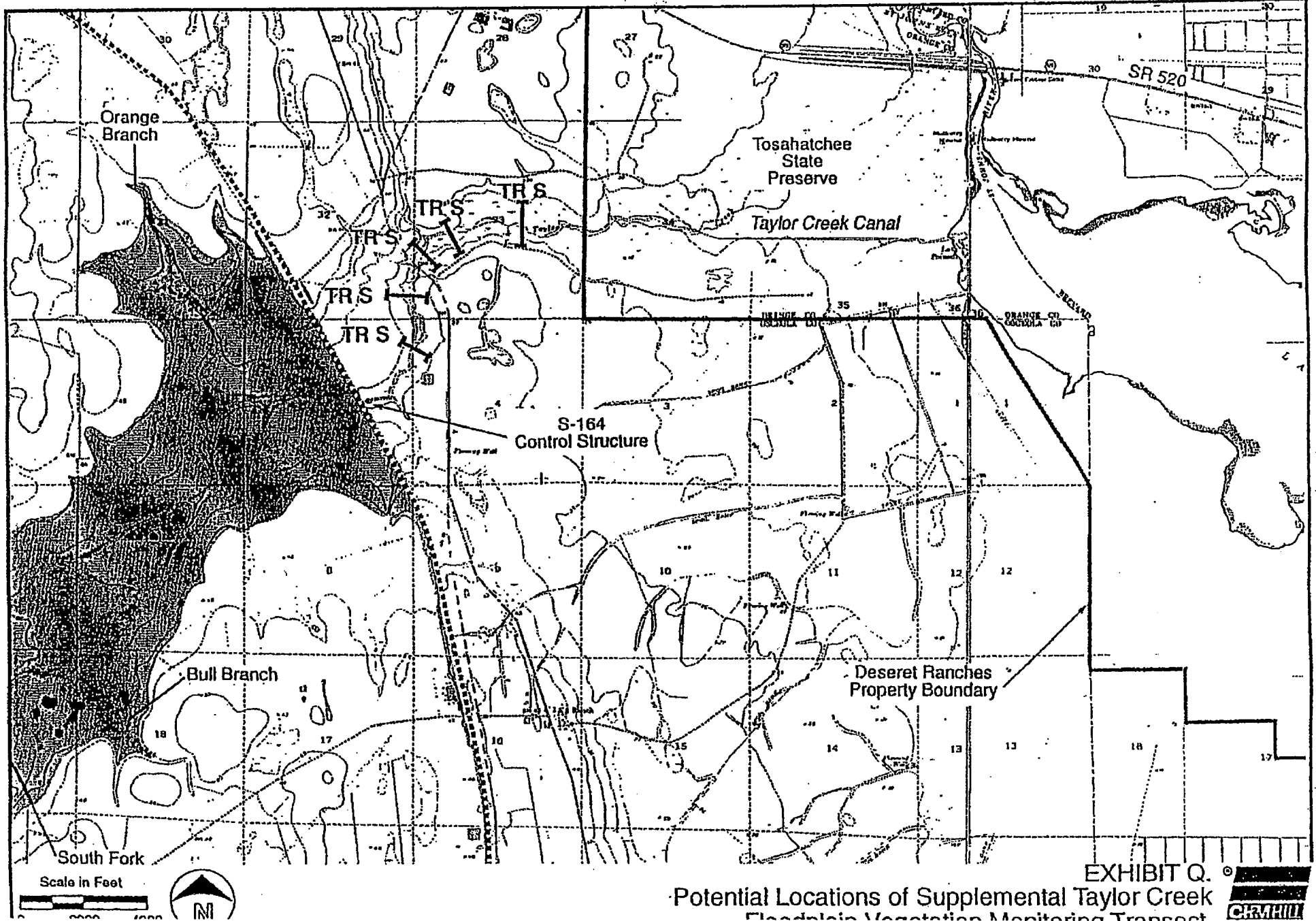
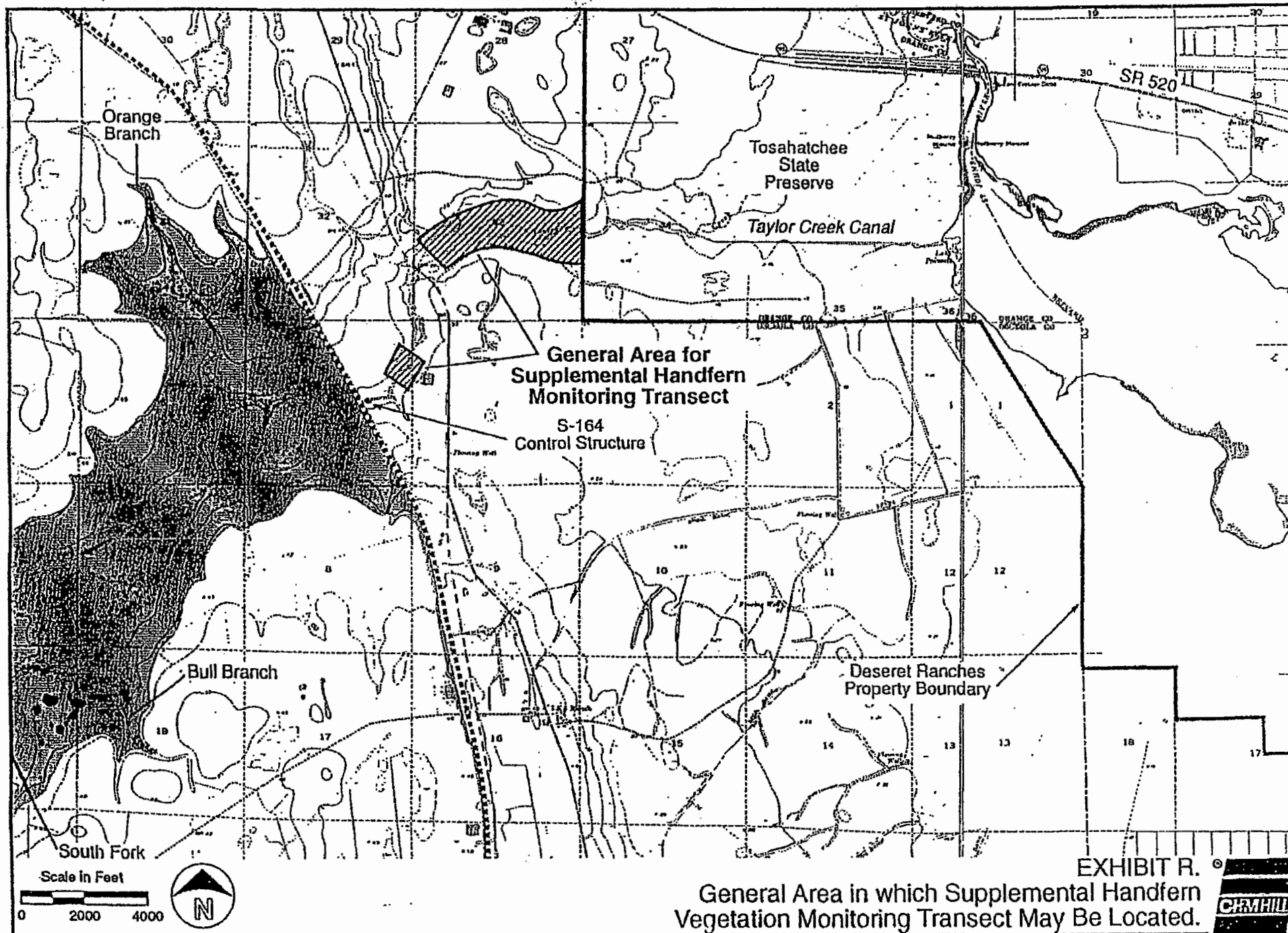


EXHIBIT P.
 Potential Location of Supplemental Taylor Creek
 Reservoir Vegetation Monitoring Transect.







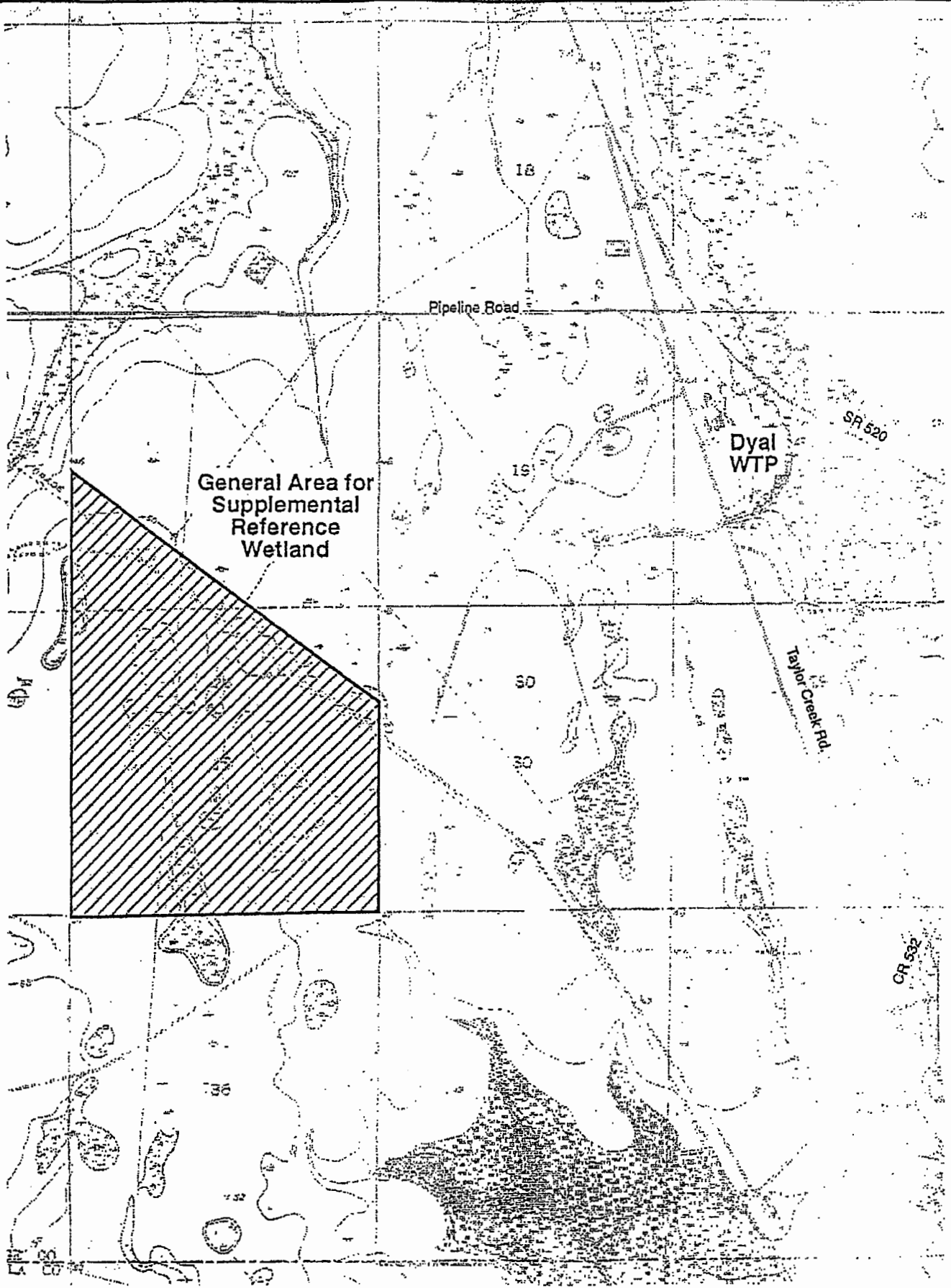


EXHIBIT S.
General Area in which Supplemental
Reference Wetland May Be Located.



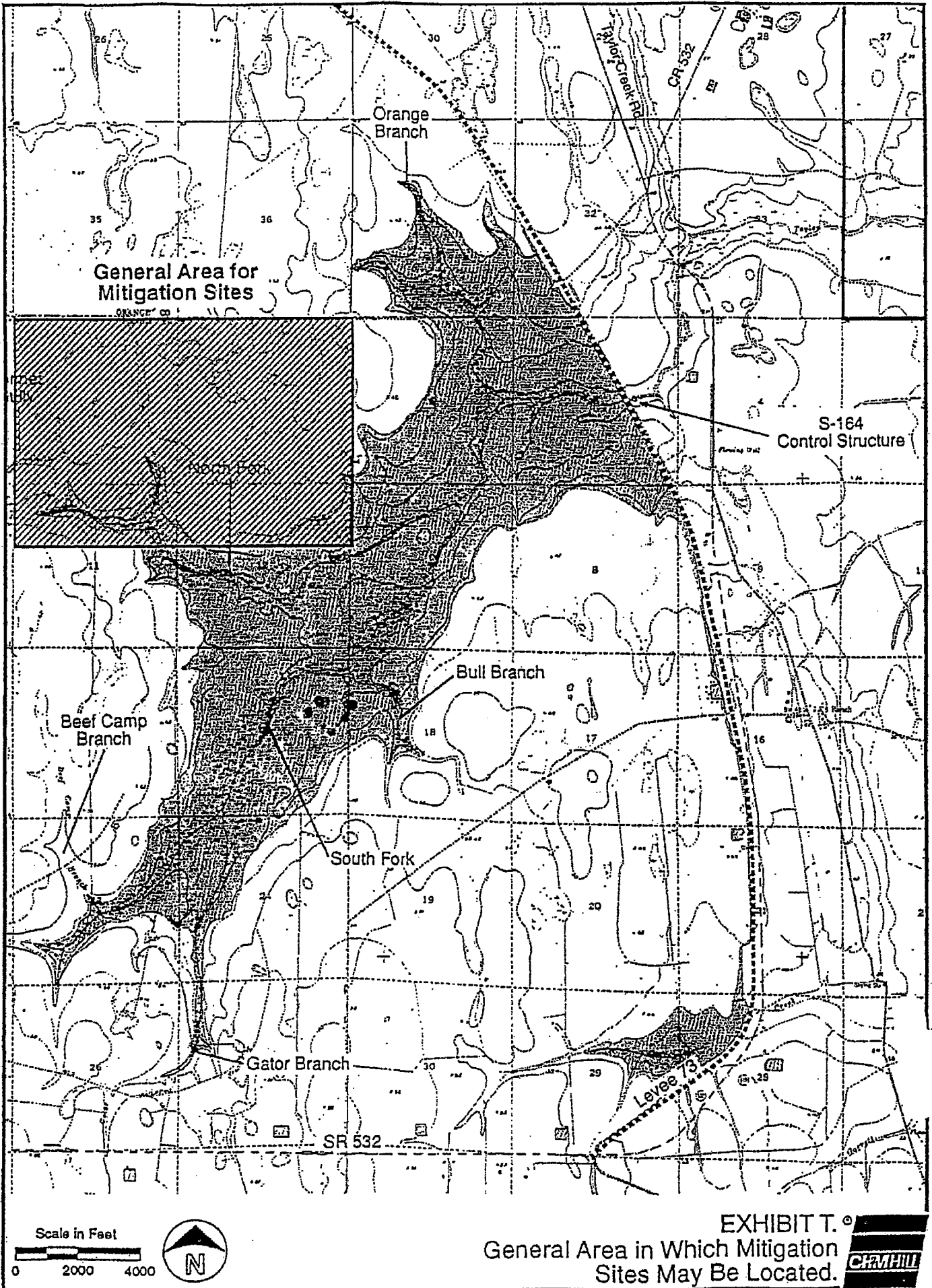


EXHIBIT T. °
General Area in Which Mitigation
Sites May Be Located.



EXHIBIT U

ENVIRONMENTAL MONITORING EASEMENT AGREEMENT

This Agreement is entered into this ____ day of _____, between _____ ("Grantor"), and the CITY OF COCOA, a municipal corporation of the State of Florida ("Grantee"), whose mailing address is P.O. Box 1750, Cocoa, Florida 32922.

WITNESSETH:

WHEREAS, Grantor is the owner of certain property in Orange County, Florida and Osceola County, Florida ("Restricted Property") more particularly described in Section 3.28 of the Taylor Creek Reservoir Settlement Agreement, a copy of which is attached hereto as Exhibit "A."

WHEREAS, Grantee desires to exercise its option under Section 12 of the Taylor Creek Reservoir Settlement Agreement to acquire a Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect, a Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect, a Supplemental Hand Fern Vegetation Monitoring Transect or a Supplemental Reference Wetland in order to monitor vegetation and wildlife as a condition to future environmental permits or government approvals.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, its successors and assigns and all other persons claiming by, through or under Grantee, a non-exclusive environmental monitoring easement ("Easement") over and across the Restricted Property.

The Easements are granted upon the following terms, conditions, covenants and agreements, all of which are agreed to by the Grantee by the execution of this Easement Agreement:

1. PURPOSE. The Easements are necessary for environmental monitoring. The Easements may be used by Grantee and Grantee's agents, representatives, employees, licensees and invitees for the purposes as described herein.

2. DESCRIPTION OF EASEMENT. The Easement is a non-exclusive easement, which includes the right to enter upon that portion of the Restricted Property, as more specifically described in Exhibit "B" (Legal Description), to take quantitative measurements of vegetation, to sample water, soil and vegetation, to construct, operate and maintain piezometers and other water level recorders, to photograph the area, to install stakes and flags, to tag vegetation to conduct any activities authorized pursuant to Sections 12.1.1, 12.1.2, 12.1.3 and 12.1.4 of the Taylor Creek Reservoir Settlement Agreement. Provided, however, the Grantee may utilize the Easement for any purpose or use not inconsistent with the use granted to the Grantee. If the Grantor places a fence or fences across the easement, the Grantor shall provide a gate and keys (or combination) to allow ingress and egress by the Grantee or its agents. In addition the following provisions shall be applicable:

a. The Easement shall not be used for treatment of water or storage of equipment, personal property or materials above ground; provided however, the construction, operation and maintenance of piezometers and other water level recorders, the installation of flags and the tagging of vegetation shall not be considered the storage of equipment, personal property or materials.

b. The Grantee shall not use the Easement in a manner that creates a nuisance or an unsightly condition.

c. The Easement shall not be used in a manner that causes fish kills in the Taylor Creek Reservoir or otherwise interferes with Grantor's present and future uses of the Taylor Creek Reservoir including, but not limited to, agricultural uses as more particularly described in Sections 6.2 and 6.3 of the Taylor Creek Reservoir Settlement Agreement and recreational uses including recreational fishing and boating, including the unrestricted use of gasoline combustion engines, and the Grantor reserves the right to enter the leases and

licenses of the Taylor Creek Reservoir for such purposes. Except for the foregoing recreational fishing and boating uses, the Grantor's future use of the Taylor Creek Reservoir shall not substantially interfere with the Grantee's use of the Taylor Creek Reservoir as authorized under the Taylor Creek Reservoir Settlement Agreement.

d. The Easement shall not be fenced to preclude agricultural use by the Grantor, including cattle grazing and other customary agricultural uses.

e. The Grantor shall have the right to maintain fences or gates on the Easement for its agricultural cattle control and security purposes. Grantor shall have the right to maintain existing drainage ditches and structures. Any fences or gates installed on the easement property shall be maintained in good repair by the Grantor. All gates shall be kept locked.

f. None of the Grantee's employee or independent contractor shall use the Easement for hunting, fishing or recreational purposes.

g. The names of all the Grantee's employees and independent contractors authorized by the Grantee to enter the Easement shall be furnished in writing to the Grantor prior to entry upon the easement property and the Grantee shall require that all employees and contractors carry such reasonable identification as prescribed by the Grantor.

h. The Grantee shall comply with all reasonable requests of the Grantor to assist in securing the Easement against trespassers and poachers.

i. The Grantee shall not use airboats on the Taylor Creek Reservoir. Further, the Grantee's boating activity on the Taylor Creek Reservoir shall not interfere with the Grantor's use of the Taylor Creek Reservoir for recreational fishing.

2. TERM. The Easements shall expire and revert to the Grantor upon termination or expiration of the Taylor Creek Reservoir Settlement Agreement.

3. INDEMNIFICATION. The Grantee shall hold harmless, defend and indemnify the Grantor for any claims, demands, lawsuits, judgment and damages arising on or in

connection with the Grantee's use of the Easement as more particularly provided in Section 18 of the Taylor Creek Reservoir Settlement Agreement.

4. LITIGATION. In connection with any litigation arising under this Easement Agreement, the prevailing party shall be entitled to recover its expenses therefor, including reasonable attorneys fees and costs.

5. BINDING EFFECT. The provisions of this Easement Agreement shall apply to, bind and inure to the benefit of Grantor, Grantee and their respective heirs, successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands seals.

GRANTOR

ATTEST:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Title: _____

Date: _____

Address: _____

APPROVED AS TO FORM:

(SEAL)

Sign: _____

Print: _____

Title: _____

Date: _____

GRANTEE

ATTEST:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Title: _____

Date: _____

Sign: _____

Print: _____

Date: _____

Address: _____

APPROVED AS TO FORM:

(SEAL)

Sign: _____

Print: _____

Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Grantor, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____.

Sign: _____

Print: _____

Notary Public, My
Commission
Expires:

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Grantee, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day
of _____.

Sign: _____

Print: _____

Notary Public, My
Commission
Expires:

EXHIBIT V

ENVIRONMENTAL MITIGATION EASEMENT AGREEMENT

This Agreement is entered into this ____ day of _____, between _____ ("Grantor"), and the CITY OF COCOA, a municipal corporation of the State of Florida ("Grantee"), whose mailing address is P.O. Box 1750, Cocoa, Florida 32922.

WITNESSETH:

WHEREAS, Grantor is the owner of certain property in Orange County, Florida and Osceola County, Florida ("Restricted Property") more particularly described in Section 3.28 of the Taylor Creek Reservoir Settlement Agreement, a copy of which is attached hereto as Exhibit "A."

WHEREAS, Grantee desires to exercise its option under Section 12 of the Taylor Creek Reservoir Settlement Agreement to acquire a Mitigation Site in order to mitigate any adverse impact on wetlands or protected uplands of construction and/or operation activities associated with Grantee's withdrawal, storage, treatment and distribution of water from the Taylor Creek Reservoir.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, its successors and assigns and all other persons claiming by, through or under Grantee, an exclusive mitigation easement ("Easement") over and across the Restricted Property.

The Easements are granted upon the following terms, conditions, covenants and agreements, all of which are agreed to by the Grantee by the execution of this Easement Agreement:

1. PURPOSE. The Easements are necessary in order to mitigate any adverse impact on wetlands or protected uplands of construction and/or operation activities associated with

Grantee's withdrawal, storage, treatment and distribution of water from the Taylor Creek Reservoir. The Easements may be used by Grantee and Grantee's agents, representatives, employees, licensees and invitees for the purposes as described herein.

2. DESCRIPTION OF EASEMENT. The Easement is an exclusive easement, which includes the right to enter upon that portion of the Restricted Property, as more specifically described in Exhibit "B" (Legal Description), to create wetlands on uplands, restore or enhance hydrologically affected wetlands or to preserve uplands or wetlands; to take quantitative measurements of vegetation, to sample water soil and vegetation, to construct, operate and maintain piezometers and other water level recorders, to photograph the area, to install stakes and flags, to tag vegetation; to retain land or water areas predominantly in their natural, scenic, open or wooded condition; to retain such areas as suitable habitat for fish, plants, or wildlife; to retain the structural integrity of sites or properties of historical or architectural, archeological, or cultural significance; to maintain existing land uses; or, to prohibit or limit any of the following:

- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- b. Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- c. Removal or destruction of trees, shrubs, or other vegetation.
- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface.
- e. Surface use except for purposes that permit the land or water area to remain predominantly, in its natural condition.
- f. Activities detrimental to drainage, flood control, water conservation, or fish and wildlife habitat preservation.
- g. Acts or uses detrimental to such retention of land or water areas.

h. Acts or uses detrimental to the preservation of structural integrity or physical appearances of sites or properties of historical, architectural, archeological, or cultural significance.

3. ADDITIONAL PROVISIONS APPLICABLE TO THE EASEMENT. In addition to Section 2, the following provisions shall be applicable:

a. The Easement shall not be used for treatment of water or storage of equipment, personal property or materials above ground; provided however, the construction, operation and maintenance of piezometers and other water level recorders, the installation of flags and the tagging of vegetation shall not be considered the storage of equipment, personal property or materials.

b. The Grantee shall not use the Easement in a manner that creates a nuisance or an unsightly condition.

c. The Easement shall not be used in a manner that causes fish kills in the Taylor Creek Reservoir or otherwise interferes with Grantor's present and future uses of the Taylor Creek Reservoir including, but not limited to, agricultural uses as more particularly described in Sections 6.2 and 6.3 of the Taylor Creek Reservoir Settlement Agreement and recreational uses including recreational fishing and boating, including the unrestricted use of gasoline combustion engines, and the Grantor reserves the right to enter the leases and licenses of the Taylor Creek Reservoir for such purposes. Except for the foregoing recreational fishing and boating uses, the Grantor's future use of the Taylor Creek Reservoir shall not substantially interfere with the Grantee's use of the Taylor Creek Reservoir as authorized under the Taylor Creek Reservoir Settlement Agreement.

d. The Easement shall not be fenced to preclude agricultural use by the Grantor, including cattle grazing and other customary agricultural uses; unless those uses prove to be inconsistent with the Grantee's use of the easement property pursuant to Section 2 herein. In which case, the City may construct and maintain fencing only on the easement property

where necessary to minimize the interruption of grazing patterns and to provide livestock control.

e. The Grantor shall have the right to maintain fences or gates on the Easement for its agricultural cattle control and security purposes. Grantor shall have the right to maintain existing drainage ditches and structures. If the Grantor places a fence or fences across the Easement, it shall provide a gate and keys (or combination) adequate to allow ingress and egress to the Grantee.

f. Any fences or gates installed on the Easement by the Grantee shall be maintained in good repair by the Grantee. Any fences or gates installed on the easement property by the Grantor shall be maintained in good repair by the Grantor. All gates shall be kept locked.

g. None of the Grantee's employee or independent contractor shall use the Easement for hunting, fishing or recreational purposes.

h. The names of all the Grantee's employees and independent contractors authorized by the Grantee to enter the Easement shall be furnished in writing to the Grantor prior to entry upon the easement property and the Grantee shall require that all employees and contractors carry such reasonable identification as prescribed by the Grantor.

i. The Grantee shall comply with all reasonable requests of the Grantor to assist in securing the Easement against trespassers and poachers.

j. The Grantee's shall not use airboats on the Taylor Creek Reservoir. Further, the Grantee's boating activity on the Taylor Creek Reservoir shall not interfere with Grantor's use of the Taylor Creek Reservoir for recreational fishing.

4. TERM. The Easements are a perpetual, undivided interests in property.

5. ENTRY UPON LAND. The holder of the Easement may enter the easement property in a reasonable manner and at a reasonable time to assure compliance with the terms of this Agreement.

6. ASSIGNABILITY. The Grantee may assign the Easements to governmental bodies or agencies or to charitable organizations or trusts, whose purposes include the conservation of land or water areas or the preservation of sites or properties of historical, architectural, archeological or cultural significance without Grantor's consent.

7. COVENANTS RUNNING WITH THE LAND. The Easements shall run with the land and be binding on all subsequent owners of the servient estate. No Easement shall be unenforceable on account of lack of privity of contract or lack of benefit to particular land or on account of the benefit being assignable. The Easement may be released by the holder of the Easement to the holder of the fee.

8. RECORDATION. The Easement shall be recorded and indexed in the same manner as any other instrument affecting the title to real property.

9. INDEMNIFICATION. The Grantee shall hold harmless, defend and indemnify the Grantor for any claims, demands, lawsuits, judgment and damages arising on or in connection with the Grantee's use of the Easement as more particularly provided in Section 18 of the Taylor Creek Reservoir Settlement Agreement.

10. LITIGATION. In connection with any litigation arising under this Easement Agreement, the prevailing party shall be entitled to recover its expenses therefor, including reasonable attorneys fees and costs.

11. REMEDIES. The Easement Agreement may be enforced by injunction or proceeding in equity or at law.

12. BINDING EFFECT. The provisions of this Easement Agreement shall apply to, bind and inure to the benefit of Grantor, Grantee and their respective heirs, successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands seals.

GRANTOR

ATTEST:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Title: _____

Date: _____

Address: _____

APPROVED AS TO FORM:

(SEAL)

Sign: _____

Print: _____

Title: _____

Date: _____

GRANTEE

ATTEST:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Title: _____

Date: _____

Address: _____

APPROVED AS TO FORM:

(SEAL)

Sign: _____

Print: _____

Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Grantor, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____.

Sign: _____

Print: _____

Notary Public, My
Commission
Expires: _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Grantee, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____.

Sign: _____

Print: _____

Notary Public, My
Commission
Expires:

AGREEMENT

THIS AGREEMENT, entered into this 24th day of March, 1982, between DESERET RANCHES OF FLORIDA, INC. ("Deseret"), party of the first part, and the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District") and the GREATER ST. JOHNS RIVER BASIN ("the Basin"), parties of the second part.

WITNESSETH THAT:

WHEREAS, Deseret has filed suit against the District and the Basin in Case No. CI 80-26, Deseret Ranches of Florida, Inc. v. St. Johns River Water Management District and Greater St. Johns River Basin, Circuit Court, Osceola County, Florida; and

WHEREAS, Deseret and the District and the Basin desire to compromise and resolve their differences in the aforesaid suit in the manner and on the terms and conditions hereinafter recited.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereby agree as follows:

1. Definitions. The following definitions are ascribed to the terms set forth below for all purposes of this Agreement.

(a) Blue Cypress Detention Area shall mean that area designated as such on attached Exhibit A.

(b) Corps of Engineers shall mean the United States Army Corps of Engineers.

(c) Elevation shall mean the elevation of a contour indicated above mean sea level datum (National Geodetic Vertical Datum).

(d) Flood Control District shall mean the Central and Southern Florida Flood Control District.

(e) Easements shall mean those certain flowage and storage easements, floodway easements, right of way easements and access road easements which were conveyed by Deseret Farms of Florida, Inc. (Deseret's predecessor) to the Central and Southern

Florida Flood Control District, and thereafter conveyed to the Central & Southern Florida Flood Control District to the District, or portions of such easements as further delimited by context herein.

(f) Jane Green Detention Area shall mean that area so designated on Exhibit A attached hereto.

(g) Release shall mean conveyance by good and sufficient quitclaim deed, duly executed.

(h) Taylor Creek Reservoir shall mean the combined Taylor Creek Reservoir and Cox Creek Reservoir as shown on attached Exhibit A.

(i) Detention Area shall mean an area in which surface waters may temporarily be detained or permanently be impounded.

(j) The Suit shall mean the case of Deseret Ranches of Florida, Inc. v. St. Johns River Water Management District and the Greater St. Johns River Basin, Case No. CI 80-26, Circuit Court, Osceola County, Florida.

(k) Wolf Creek Floodway shall mean that portion of the Wolf Creek Floodway lying upland of the final standard project flood elevation as determined by the Plan, generally as shown on attached Exhibit B.

(l) Wolf Creek Detention Area shall mean the combined Wolf Creek Detention Area and Pennywash Creek Detention Area as shown on attached Exhibit A.

2. Effective Date. This Agreement shall become effective upon its acceptance by the Board of Directors of Deseret and by the Governing Board of the District and the Basin and upon proper execution by the parties hereto; provided, that the party which first accepts and executes this Agreement shall be released herefrom, and this Agreement shall be void and of no effect whatsoever, unless the Effective Date shall have occurred on or before April 2, 1982. If Paragraph 2 results in avoidance of this

Agreement, the form of this Agreement and the testimony and negotiations leading up to this Agreement shall never be available for discovery or use in any manner in the Suit.

3. Release of Easements. Within sixty (60) days following the Effective Date hereof, the District shall release to Deseret those certain Flowage and Storage Easements, now held by the District as follows:

(a) In Blue Cypress Detention Area - all Easements, including flowage and storage easements, right-of-way, access and floodway easements, and easements for Levee 72 and Levee 72 Borrow Canal within such Detention Area.

(b) In Jane Green Detention Area - Flowage and Storage Easements above 47.5' elevation.

(c) In Wolf Creek Detention Area - Flowage and Storage Easements above 45.0' elevation, excepting an access road easement in Section 34, Township 26 South, Range 34 East.

3d→

(d) In Taylor Creek Reservoir - Flowage and Storage Easements above 50.0' elevation.

Nothing in this Paragraph shall be construed as a release of Levee 73, Levee 73 Borrow Canal or Canals 57 and 58, which are governed by other provisions of this Agreement.

4. Easements Generally. All Flowage and Storage Easements, Floodway Easements, Right-of-Way Easements and Access Road Easements now held by the District, except for those released in paragraph 3 above, having been previously donated by Deseret to the Flood Control District, shall be retained by the District, subject to all conditions contained in the instruments by which such Easements were conveyed by Deseret to the Flood Control District, and further subject to the conditions as set forth hereinbelow.

5. Flowage and Storage Easements for Which Payment May Be Required. The District shall have the option to retain the Flowage and Storage Easements now held by it in the Wolf Creek

35-40' - \$295/acre
40-45' - \$495/acre

Detention Area above 35' elevation, up to and including 45' elevation, upon written notice and payment to Deseret on or before October 20, 1983, of an amount determined in the following manner: between 35' elevation and 40' elevation, payment shall be at the rate of \$295 per acre; between 40' elevation and 45' elevation, payment shall be at the rate of \$495 per acre. Such per acre value was reached through negotiations in which various other factors were taken into account, and such value shall not be binding on or prejudicial to either party in any proceeding in which land or easement value is an issue. Such per acre value has no validity as a "comparable sale". Payment may be made by check drawn on current funds of the District. The District shall calculate the acreage to be retained by it pursuant to this paragraph through the use of aerial photogrammetry, or by such other methods acceptable to Deseret, and planimeter, and such calculations shall be transmitted to Deseret with the District's payment. Deseret shall be bound by such acreage calculations, unless it shall have conveyed written objection thereto to the District within thirty (30) days following its receipt of such calculations. Any Flowage and Storage Easements in the Wolf Creek Detention Area above 35' elevation for which payment is not made by the District and received by Deseret pursuant to the terms of this paragraph shall be released by the District to Deseret on or before November 20, 1983. As to Flowage and Storage Easements for which payment is made pursuant to the terms of this paragraph, the District shall have the right to require Deseret to repurchase all or part thereof upon the giving of written notice to Deseret received by Deseret on or before October 20, 1985. Within thirty (30) days following its receipt of such notice, Deseret shall pay to the District the amount which the District paid under this Paragraph for any easements subject to this call provision, together with simple interest on that amount calculated at the rate of 10% per annum, and upon

receipt of such payment, the District shall release to Deseret the easements described in its notification to Deseret. Any Flowage and Storage Easements acquired or retained by the District pursuant to the provisions of this paragraph shall be contiguous to the 35' elevation, and shall extend upland from that elevation to a single, continuous elevation throughout the extent of the Wolf Creek Detention Area as established by the Plan.

6. Conditions of the District's Retention of Certain Flowage and Storage Easements. The following Flowage and Storage Easements shall be subject to release by the District to Deseret on the condition subsequent which follows:

(a) Jane Green Detention Area from 45.0' elevation to 47.5' elevation.

(b) Wolf Creek Detention Area from the western boundary of Levee 73 Borrow Canal to 35' elevation.

(c) Wolf Creek Detention Area from 35' elevation to 45' elevation.

(d) Taylor Creek Reservoir from 47.5' elevation to 50.0' elevation.

Nothing herein shall be construed to be a release of Levee 73, Levee 73 Borrow Canal or of Canals 57 and 58 which are governed by other provisions of this Agreement.

The aforesaid Flowage and Storage Easements shall be released by the District to Deseret to the extent that a water management plan for the Upper St. Johns Basin ("the Plan"), which includes such easements as an element of such Plan, has not been adopted by October 20, 1987. Such easements or portions thereof shall constitute an element of the Plan if there is the operational capability for artificial detention of waters to the outer limit of the contour line of the easements retained in the detention area and there is the capability by artificial means to preclude waters from going beyond the highest contour line of the

easements retained. The term "adopted" shall mean a Plan as to which the State A-95 review process shall have been successfully completed and all state and federal approvals necessary for final adoption of the Plan shall have been received and such Plan shall have been finally and formally approved and adopted by the Governing Board of the District and the Basin, and such Plan shall have been finally and formally approved by the Corps of Engineers; provided, that approval by the Corps of Engineers shall not be required if the Army Corps of Engineers shall have made a formal determination to withdraw from further consideration of the Upper St. Johns Basin Project, or if the District shall formally have determined to proceed with the Plan without federal participation. Provided, that the date of October 20, 1987 shall be tolled and extended by the period of time from the filing of any adverse administrative proceeding or of any court suit initiated by any party other than the District or Basin to contest the Plan proposed by the District or Basin, until the entry of final judgment and the conclusion of any appellate review as to such final judgment. If a Plan has not been adopted as herein defined by October 20, 1987, and an extension, if any, as provided herein, the easements referred to in this paragraph shall be released to Deseret by the District within thirty (30) days. (The term A-95 Review Process as referred to herein shall mean the existing or future requirements of Circular A-95 of the United States or if Circular A-95 should be rescinded, that process which is substituted by the United States in lieu thereof.) In the event such easements are released to Deseret pursuant to the provisions of this paragraph, for which payment was made to Deseret pursuant to the provisions of 5 above, Deseret shall reimburse the District the amount paid by the District for any such easements, together with simple interest at the rate of 10% per annum from the date of such payment by the District to the day of release to Deseret. Any

easements retained by the District pursuant to the provisions of this paragraph shall be contiguous to a single, continuous elevation within the Reservoir or Detention Area affected.

7. Provisions as to Levee 73, Levee 73 Borrow Canal, Canal 57 and Canal 58 in Wolf Creek Detention Area and Jane Green Detention Area.

(a) Provisions as to Levee 73, Levee 73 Borrow Canal and Canal 57 in the Wolf Creek Detention Area. In the event the entire Wolf Creek Detention Area is released to Deseret under the provisions of either paragraph 5 or paragraph 6 above, the District shall release to Deseret within the time frames provided by Paragraphs 5 and 6 (whichever is or are applicable) Levee 73 and Levee 73 Borrow Canal from the northerly edge of the Jane Green Detention Area as finally determined under Paragraphs 3 and 6 herein, in the vicinity of State Road 192, and extending generally northerly to a point at State Road 532 at the north line of Section 32 in Range 34 East, Township 25 South, approximately as shown on Exhibit A and including Canal 57 within the same reach, subject only to written concurrence by the Corps of Engineers.

In the event provision is made in the adopted Plan for all or a portion of the Wolf Creek Detention Area, the District agrees in good faith to release to Deseret forthwith after adoption of the Plan any portion of Levee 73, Levee 73 Borrow Canal and Canal 57 which is not required in the Plan, subject only to written concurrence by the Corps of Engineers.

(b) Provisions as to Levee 73, Levee 73 Borrow Canal and Canal 58 in the Jane Green Detention Area. Those portions of Levee 73, Levee 73 Borrow Canal and Canal 58 which lie south of the point in Section 11, Township 29 South, Range 34 East, where elevation 47 5' intersects the Levee 73 Easement prior to construction of the existing berm in Levee 73, and extending to the southerly terminus of the easements now held by the District

for Levee 73, Levee 73 Borrow Canal and Canal 58 shall be released to Deseret, upon written concurrence of the Corps of Engineers, no later than the date of adoption of the Plan for water management as provided in Paragraph 6.

Those portions of Levee 73, Levee 73 Borrow Canal and Canal 58 lying between elevations 45' and 47.5' contour line in the southerly portion of the Jane Green Detention area, and any portions thereof, shall be released to the corresponding elevation of flowage and storage easements released in accordance with the provisions of Paragraph 6, and simultaneously with any release under Paragraph 6, upon written concurrence of the Corps of Engineers.

Release of those remaining portions of Levee 73, Levee 73 Borrow Canal and Canal 58 shall be governed by the provisions of Paragraph 14 below.

In the events stated in paragraphs 7(a) and 7(b) above, the District hereby covenants to use its best efforts expeditiously to obtain concurrence by the Corps of Engineers to such release. For purposes of this paragraph only, the terms "Levee and Canal" shall include any interest of the District, including fee simple interests, lying across or within the extent of such Levee or Canal and shall include the access road.

8. Provision as to Wolf Creek Floodway. In the event the entire Wolf Creek portion of the Wolf Creek Detention Area is released to Deseret under the provisions of either paragraph 5 or paragraph 6 above, the District shall release to Deseret the Wolf Creek Floodway (which, as defined, does not include any portion of the St. Johns River Floodplain lying east of the standard project flood elevation as shown on Exhibit B up to the 20' contour), upon receipt of a document executed by Deseret in recordable and satisfactory legal form, in the nature of a covenant not to disturb the natural vegetation within that portion of the Wolf Creek Floodway which constitutes "wetlands"

as is presently defined in Chapter 17-3 of the Administrative Code of the Department of Environmental Regulation of the State of Florida and as is shown on Exhibit B. Such covenant shall provide that Deseret may continue its use of such wetlands, including but not limited to grazing and fencing its property therein, but shall not timber or make like removal of vegetation.

Provision as to Taylor Creek Reservoir The District covenants with Deseret that the District shall in perpetuity maintain the Taylor Creek Reservoir as a permanent impoundment, subject to the District's reserved right to regulate water levels above the existing sill, except that temporary periodic drawdowns may be made for water quality or other environmental reasons. Deseret is authorized to use waters from the Taylor Creek Reservoir in a manner not inconsistent with the water management use of the District, including but not limited to irrigation subject to the permitting requirements of the District, fishing, and watering of livestock in the uplands west of the Levee. So long as Taylor Creek Reservoir is maintained as a permanent impoundment, the District may continue its use of the access road it presently uses from State Road 532 to the Taylor Creek Reservoir Levee. In the event Taylor Creek Reservoir and that portion of the Levee 73 forming its eastern boundary cease to be maintained as a permanent reservoir by the District and Basin, then the easements and fee simple interests conveyed by Deseret to the Flood Control District and thereafter conveyed by the Flood Control District to the District, including the Flowage and Storage Easements for Taylor Creek Reservoir, the Taylor Creek Floodway, the access road, the easement for Levee 73 north of State Road 532, the Levee 73 Borrow Canal and any fee simple interests for structures along such portion of Levee 73, shall be released to Deseret without payment of consideration by Deseret, provided that the Corps of Engineers must give written concurrence to release of Levee 73, release of Levee 73 Borrow

Canal and release of fee simple interests.

This paragraph shall not be operative in case of extreme drought, or in case of draw down due to failure of a structure or levee; provided that the District shall be responsible to promptly repair any such failed structure or levee to reactivate the reservoir as a permanent impoundment.

10. Provision As to Additional Structures. The District hereby covenants with Deseret that the District will not construct, permit to be constructed or cause to be constructed any structures or canals within the areas of the flowage and storage easements to be retained by the District. The District reserves the right to build structures within the Levee and Canal rights-of-way and floodway easements it retains as are required for implementation of a water management plan; provided, however, that if such construction of additional structures interferes with Deseret's present access to its property, adequate additional access shall be provided at the District's sole cost.

11. Elevations Established. For purposes of establishing the various elevations referred to in this Agreement, the parties shall utilize the most recent revisions of the United States Geological Survey Standard 7-1/2 Minute Quadrangle Sheets extant as of the date of this Agreement.

12. Legal Descriptions. In all instruments of release called for hereunder, the District shall utilize the form of legal descriptions utilized when the underlying areas were conveyed by Deseret to the Flood Control District.

13. Expression of Intent. The parties intend by this Agreement that:

(a). The lands to be released to Deseret pursuant to the terms of paragraph 3 hereof shall not be subject to any contractual right of repurchase by the District, and that Deseret shall have the full use thereof as the fee simple owner subject to all statutory and administrative rules and regulations.

including regulations of the District, applicable to landowners generally.

(b) The District now holds fee simple interests in St. Johns River Valley land which were conveyed by Deseret to the Flood Control District, and by the Flood Control District to the District. It is the intent of the parties that all such valley lands shall be retained by the District free and clear of any restrictions except as provided by law.

(c) The parties believe that all interests in land conveyed by Deseret to the Flood Control District, and thereafter conveyed by the Flood Control District to the District have been mentioned and provided for hereinabove. Should it be determined hereafter that any such interests have been overlooked, the parties agree to make disposition thereof in keeping with the intent of this Agreement.

(d) If all easements and fee simple interests in an upland detention area shown on Exhibit A are released to Deseret, then any road ~~across Deseret's~~ land for access to such released easements or fee simple interests shall also be released to Deseret.

14. Additional Provisions as to Jane Green Detention Area. The Jane Green Detention Area from Levee 73 west to 45.0' elevation shall be retained by the District in accordance with the terms of paragraph 13 above. With respect to this portion of the Jane Green Detention Area, the District and Basin make this further covenant with Deseret: If, by October 20, 1992 as extended pursuant to the provisions of Paragraph 6 for determination of administrative and judicial proceedings, the District and the Basin have not adopted a project plan, as defined in paragraph 6 above, the District shall release to Deseret all easements and fee simple interests conveyed by Deseret, including easements for Levee 73, for Levee 73 Borrow Canal and for Canal 58, within the Jane Green Detention Area,

without payment of compensation from Deseret; provided that written concurrence of the Corps of Engineers shall be obtained as to release of Levee 73 and Levee 73 Borrow Canal and Canal 58 and any fee simple interests.

15. Cost of Release or Conveyance. Documentary stamps and recording fees required in connection with any conveyance to be made under the terms of this Agreement shall be paid by the Grantor in the instrument of conveyance.

16. Attorneys' Fees. In the event either party brings an action against the other for breach or default of any of the terms and conditions of this Agreement, or for declaration of rights, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees in the suit, including appeals, if any, in addition to all other remedies to which it may be entitled by law.

17. District's Covenant Against Alienation or Encumbrance. The District hereby represents to Deseret that it has not alienated to any other person or party, or encumbered in any respect any of the easements and fee simple interests conveyed by Deseret to the Flood Control District and conveyed by the Flood Control District to the District. The District further covenants and agrees with Deseret that the District will not encumber, alienate, sell, release, lease, donate, lend or otherwise transfer to any person or entity, except to Deseret, any easement or fee simple interest conveyed by Deseret to the Flood Control District lying in the uplands west of the east line of Levee 73 or lying in floodway easements; provided that this paragraph shall not prohibit transfer by the District of such easements or fee simple interests to the agency which is a successor to the District and which successor agency uses the easements and fee simple lands for the purposes described herein.

The District, and any successor to the District, shall use the easements, and any fee simple interests lying west of the

eastern edge of Levee 73, conveyed by Deseret solely for the purpose of water management and such use shall at all times exclude public use.

Deseret reserves the right to use all flowage and storage easements and floodway easements as to which it holds the underlying fee for any purposes not inconsistent with the District's use thereof for water management purposes. In addition, at any time following the Effective Date, Deseret may remove fences heretofore erected by the District along Levee 73 and Levee 73 Borrow Canal between Point W and Point X and between Point Y and Point Z, which points are designated on Exhibit A; provided, that Deseret shall use reasonable precautions to prevent damage to the District's equipment within such areas and to prevent erosion to the existing berm and canal banks within such areas by reason of the movements of Deseret's cattle thereon; and further provided that Deseret shall be responsible to repair and restore any erosion or compaction caused by its cattle within such areas in accordance with standards established by the Corps of Engineers, which responsibility shall continue with respect to the period of Deseret's use until such time as such easements are released to Deseret. Deseret shall give the District three days prior notice of its intent to remove any such fences, and District personnel shall have the right to salvage any fencing materials removed by Deseret.

18. Fee Simple Interests in Canal Right-of-Way. A possibility exists that the Corps of Engineers will require the District to own in fee simple the sites of existing or additional structures which constitute part of an approved Plan, within the limits of the existing Levee 73, Levee 73 Borrow Canal or Canal 56. In that event, Deseret hereby covenants and agrees that it will, promptly upon request, convey to the District in fee simple any such sites without further consideration; provided that Deseret shall be obligated hereby to convey no more than 10 total

sites of no more than 5 acres per site to the District, which shall include any additional sites for existing structures. Deseret shall not be required to make such conveyances prior to adoption of the Plan as defined in paragraph 6 above. If construction of such additional structures or enlarged structures interferes with Deseret's present access to its property, adequate additional access shall be provided at the District's sole cost. Any fee simple interest conveyed to the District by Deseret pursuant to this paragraph shall exclude public use of the lands conveyed.

19. Agreement to Run with the Land. The parties intend, and hereby agree that this Agreement, and all of its provisions, shall constitute covenants running with the land affected thereby, and shall be fully binding upon any person who shall succeed to the interests of the parties therein.

20. Dismissal of Suit and Release of South Florida Water Management District. Within ten (10) days following the Effective Date of this Agreement, the parties agree to execute and file a joint dismissal, with prejudice, of the Suit and all of their claims each against the other arising out of the subject matter of such Suit. In addition, if requested by the South Florida Water Management, Deseret and the District and Basin will execute a stipulation or agreement sufficient to release the South Florida Water Management District of and from any liability with respect to the subject matter of the claims asserted by the parties in the Suit on condition that the South Florida Water Management District release Deseret and the District and Basin from any claims as to the subject of the Suit which it may have against Deseret or the District or the Basin.

21. Agreement as to Other Litigation. Deseret also has initiated against the second parties Case No. 79-574 in the Circuit Court of Osceola County, Florida. Certain issues raised in that case are pending in the Circuit Court; other issues are

pending in the Supreme Court of Florida. Deseret commenced the action in the Circuit Court as a class representative; however, notice of the pendency of the action has not been published, and members of the class may not, therefore, be bound by any proceedings to date. Deseret agrees that it will, to the extent it determines, in its sole judgment, is proper, apply to the Circuit Court to terminate all proceedings in the case herein identified, without prejudice to the class members, each party to bear its own costs; except, that Deseret and the District will continue to vigorously pursue Cases No. 61,474 and 61,501 now pending in the Supreme Court of Florida. Prior to such termination, the parties will obtain the stipulation of the Department of Revenue to termination of such litigation in accordance with the provisions of this Paragraph as to costs and attorney's fees.

22. Power of Eminent Domain Not Waived. Notwithstanding any other provision herein contained, Deseret acknowledges and agrees that the District has not waived or purported to waive its powers of eminent domain with respect to any lands or interest in land owned by Deseret, including those interests in land which are or may be released to Deseret pursuant to the terms hereof; provided, that this recital shall not preclude Deseret from challenging the right or authority of the District to condemn lands now or hereafter owned by Deseret or from using this Agreement for any purpose other than to challenge the power of the District under law to condemn lands or interests in lands now or hereafter owned by Deseret. Any reference to price paid for easements herein shall not be admissible as evidence in any eminent domain proceeding.

23. Easement for Tieback Levee. In the event a tieback levee is needed by the District as part of an adopted Plan at the southern end of the Jane Green Detention Area, Deseret agrees to provide without payment an easement of the same size, shape, and

of no greater length than, although it may be shorter than, the S-162 tieback levee shown on Exhibit A which was returned to Deseret under Paragraph 3(a) above. Such tieback levee shall begin at a point which is mutually agreeable to the parties on Levee 73 at the southern end of the Jane Green Detention Area and shall extend westerly. The District shall make reasonable provision for Deseret's access to its property across the tieback levee.

24. License for Use of Roads. The District is given a license to continue the nature and extent of its use of the existing roads of Deseret which lie between a public road and the levee or canal and which roads are specifically shown on Exhibit A at Points 1-6 and P, T, and C. Use of such roads by the District under this license shall be in a manner consistent with Deseret's use of its property. The license to use a road granted under this Paragraph shall be revoked in the event the portion of the levee or canal to which such road connects is released to Deseret in accordance with the provisions of this Agreement.

25. No Grant of Land by Exhibits. The lands described herein are those conveyed by Deseret to the Flood Control District which were not reconveyed to Deseret and which were thereafter conveyed by the Flood Control District to the District as of the date of this Agreement. Nothing depicted on Exhibits A or B attached hereto shall be construed as a grant by Deseret of additional lands to the District.

26. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect hereto, and each acknowledges and agrees that it has no expectation, and has relied upon no representation except as expressly recited herein.

27. Florida Law. The law of the State of Florida shall apply to this Agreement and its provisions.

28. Assignment by Deseret. This Agreement may be assigned by Deseret and shall inure to the benefit of and be

binding upon the heirs, successors and assigns of Deseret.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on the day and year first above written, by its undersigned officers, and each represents to the other that the persons executing this Agreement on its behalf have been duly authorized to do so in accordance with all requirements of law.

DESERET RANCHES OF FLORIDA, INC.

By: [Signature]

Its President

ATTEST:

[Signature]
Secretary General

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: [Signature]

Its President

ATTEST:

[Signature]
Secretary

GREATER ST. JOHNS RIVER BASIN

By: [Signature]

Its President

ATTEST:

[Signature]
Secretary

STATE OF FLORIDA)

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer authorized in the State and County aforesaid to take acknowledgments, personally appeared [Signature] and [Signature] well known to me to be the President and Secretary respectively, of DESERET RANCHES OF FLORIDA, INC., a corporation, and that they several acknowledged executing the Agreement under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State

last aforesaid this 24th day of March, 1982.

Barbara L. Luper
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 1st, 1985

STATE OF FLORIDA)

COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer authorized in the State and County aforesaid to take acknowledgments, personally appeared FRANCES S. PICKENS and E.D. VERGARA, well known to me to be the GOVERNING BOARD CHAIRMAN and ASSISTANT SECRETARY, respectively, of ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, and that they severally acknowledged executing the Agreement under authority duly vested in them and with the full authorization of the St. Johns River Water Management District.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of March, 1982.

Barbara L. Luper
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 1st, 1985

STATE OF FLORIDA).

COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this date, before me, an officer authorized in the State and County aforesaid to take acknowledgments, personally appeared FRANCES S. PICKENS and E.D. VERGARA, well known to me to be the GOVERNING BOARD CHAIRMAN and ASSISTANT SECRETARY, respectively, of GREATER ST. JOHNS RIVER BASIN, and that they severally acknowledged executing the Agreement under authority duly vested in them and with the full authorization of the Greater St. Johns River Basin.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of March, 1982.

Barbara L. Luper
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 1st, 1985

This instrument prepared by:

Egerton K. van den Berg, Esq.
P. O. Box 793
Orlando, FL 32802

Exhibits "A" and "B" to
Settlement Agreement

EXHIBIT X

STATE OF FLORIDA
FIRST DISTRICT COURT OF APPEAL

CITY OF COCOA, FLORIDA,
a municipal corporation of the
State of Florida,

Appellant,

vs.

EAST CENTRAL FLORIDA
SERVICES, INC., et al.,

Appellees.

CASE NO. 92-01165

CITY OF COCOA'S NOTICE OF VOLUNTARY DISMISSAL

Pursuant to Florida Rule of Appellate Procedure 9.350(b), Appellant, City of Cocoa hereby voluntarily dismisses with prejudice its appeal in this matter.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail to F. Marshall Deterding, Esquire, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301; Clifton A. McClelland, Esquire and Patrick Healy, Esquire, Post Office Box 2523, Melbourne, Florida 32902-2523; Suzanne Brownless, Esquire, Post Office Box 6507, Tallahassee, Florida 32314-6507; Neal D. Bowen, Esquire, 17 South Vernon Avenue, Room 117, Kissimmee, Florida, 34741; and William E. Wyrrough, Jr., Esquire, 101 East Gaines Street, Tallahassee, Florida 32399-0863; on this ____ day of _____, 1993.

de la PARTE & GILBERT, P.A.

Edward P. de la Parte, Jr.
Florida Bar No. 236950
David M. Caldevilla
Florida Bar No. 654248
One Tampa City Center
Suite 2300
Tampa, Florida 33672
Telephone No. (813) 229-2775

Attorneys for City of Cocoa

cc: PSC Clerk

EXHIBIT Y

MEMORANDUM OF AGREEMENT

The following parties have entered into a certain unrecorded Taylor Creek Reservoir Settlement Agreement between the CITY OF COCOA, a municipal corporation of the State of Florida, having its principal address at P.O. Box 1750, Cocoa, Florida 32922, and CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, a Utah corporation sole authorized to do business in the State of Florida, having its principal place of business at 13754 Deseret Lane, St. Cloud, Florida 34773, as to certain use restrictions and contractual rights that touch and concern real property located in Orange County, Florida and Osceola County, Florida, the approximate boundaries of which are shown on the map attached hereto as Exhibit "A."

CITY OF COCOA, FLORIDA

ATTEST:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Title: _____

Date: _____

Address: _____

APPROVED AS TO FORM:

(SEAL)

Sign: _____

Print: _____

Title: _____

Date: _____

CORPORATION OF THE
PRESIDENT OF THE CHURCH
OF JESUS CHRIST OF LATTER
DAY SAINTS

ATTEST:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Title: _____

Date: _____

Address: _____

APPROVED AS TO FORM:

(SEAL)

Sign: _____

Print: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of Cocoa, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 1993.

Sign: _____

Print: _____

Notary Public, My
Commission
Expires:

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Corporation of the President of the Church of Jesus Christ of Latter Day Saints, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 1993.

Sign: _____

Print: _____

Notary Public, My
Commission
Expires:

EXHIBIT Z

ASSIGNMENT OF CONTRACT RIGHTS TO AFFILIATED ENTITIES

This Agreement is entered into this ____ day of _____, by and between CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, a Utah corporation sole authorized to do business in the State of Florida ("Assignor"), having its principal place of business at 13754 Deseret Lane, St. Cloud, Florida 34773, and _____, an entity owned, controlled or affiliated with Assignor ("Assignee"), whose mailing address is _____

1. GENERAL. In exchange for value received, Assignor assigns, transfers and delivers to Assignee its rights under the Taylor Creek Reservoir Settlement Agreement, a copy of which is attached hereto as Exhibit "A," as specifically described in Sections 2 and 3 of this Agreement.

2. RIGHTS OF ASSIGNEE. Assignor agrees that the following specific rights pass to Assignee by virtue of this Agreement:

[List Specific Contract Rights Assigned to Assignee]

3. RIGHTS RESERVED BY ASSIGNOR. It is expressly agreed that the following specific rights are reserved and excluded from this assignment and do not pass to the Assignee by virtue of this Agreement:

[List Specific Contract Rights Excluded From Assignment to Assignee]

4. COVENANTS OF ASSIGNEE. Assignee covenants:

a. It shall be bound by any of the Assignor's contractual obligations under the Taylor Creek Reservoir Settlement Agreement corresponding to the contract right assigned to the Assignee under this Agreement.

b. If it is assigned the Assignor's Vested or Permitted Allocation or any portion thereof pursuant to Section 4.7 of the Taylor Creek Reservoir Settlement Agreement, it shall be bound by the Assignor's contractual obligations under Sections 4 and 5 of the Taylor Creek Reservoir Settlement Agreement.

[List Any Other Covenant of the Assignee]

5. THIRD PARTY BENEFICIARIES. The Assignor and Assignee agree the City of Cocoa, Florida shall be a third party beneficiary of this Agreement and the rights, obligations, representations, covenants and warranties of the Assignor and Assignee pursuant to this Agreement. No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any other person not expressly named as a party in this Agreement.

6. LITIGATION. In connection with any litigation arising under this Agreement, the prevailing party shall be entitled to recover its expenses therefor, including reasonable attorneys fees and costs.

7. REMEDIES. The Agreement may be enforced by injunction or proceeding in equity or at law.

8. BINDING EFFECT. The provisions of this Agreement shall apply to, bind and inure to the benefit of the Assignor, Assignee or the City of Cocoa, Florida, and their respective heirs, successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Assignor and Assignee have hereunto set their hands
seals.

ASSIGNOR

ATTEST:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Title: _____

Date: _____

Sign: _____

Print: _____

Date: _____

Address: _____

APPROVED AS TO FORM:

(SEAL)

Sign: _____

Print: _____

Title: _____

Date: _____

ASSIGNOR.

ATTEST:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Title: _____

Date: _____

Address: _____

APPROVED AS TO FORM:

(SEAL)

Sign: _____

Print: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Assignor, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____.

Sign: _____

Print: _____

Notary Public, My

Commission

Expires:

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Assignee, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day
of _____.

Sign: _____

Print: _____

Notary Public, My
Commission
Expires:

MEMORANDUM OF AGREEMENT

Orange Co FL 4591220
09/11/93 09:03:08am
OR Bk 4618 Pg 1652
Rec 19.50

The following parties have entered into a certain unrecorded Taylor Creek Reservoir Settlement Agreement between the CITY OF COCOA, a municipal corporation of the State of Florida, having its principal address at P.O. Box 1750, Cocoa, Florida 32922, and CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, a Utah corporation sole authorized to do business in the State of Florida, having its principal place of business at 13754 Deseret Lane, St. Cloud, Florida 34773, as to certain use restrictions and contractual rights that touch and concern real property located in Orange County, Florida and Osceola County, Florida, the approximate boundaries of which are shown on the map attached hereto as Exhibit "A".

CITY OF COCOA, FLORIDA

ATTEST:

Sign: Beth A. Dabrowski
Beth A. Dabrowski
Print: City Clerk

Date: August 25, 1993

Sign: Stuart A. Buchanan
Stuart Buchanan
Print: Secretary to City Clerk

Date: August 25, 1993

Sign: Stephen J. Bonczek
Print: STEPHEN J. BONCZEK

Title: CITY MANAGER

Date: 8/25/93

Address: P.O. Box 1750

COCOA, FL. 32923

CITY OF COCOA

APPROVED AS TO FORM:

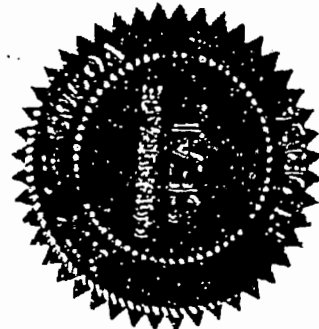
(SEAL)

Sign: Edward P. de la Parte, Jr.
Print: Edward P. de la Parte, Jr., Esq.

Title: Special Environmental Counsel

Date: August 19, 1993

Prepared By:
Edward P. de la Parte, Jr., Esq.
de la Parte & Gilbert, P.A.
One Tampa City Center
Suite 2300
P.O. Box 2350
Tampa, FL 33601-2350
813) 229-2775



CORPORATION OF THE
PRESIDENT OF THE CHURCH
OF JESUS CHRIST OF LATTER
DAY SAINTS

ATTEST:

Sign: Sharon D Whipple

Print: Sharon D Whipple

Date: 7/22/93

Sign: Robert D. Lamoreaux

Print: Robert D. Lamoreaux

Date: 7-23-93

Sign: Dean W. Croft *ju*

Print: Dean W. Croft

Title: Managing Director

Date: July 21, 1993

Address: 50 East North Temple

Salt Lake City, UT 84150

APPROVED AS TO FORM:

Sign: _____

Print: _____

Title: _____

Date: _____

(SEAL)

OR Bk 4818 Pg 1653
Orange Co FL 4591220

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, Stephen J. Bonczek, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of Cocoa, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of August, 1993.

Sign: Beth A. Dabrowski

Print: Beth A. Dabrowski

Notary Public, My
Commission

Expires: NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 19, 1995
BONDED THRU GENERAL INS. UND.

STATE OF Utah
COUNTY OF Salt Lake

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, David W. Wright, to me known to be the person described in and who executed the foregoing instrument on behalf of the Corporation of the President of the Church of Jesus Christ of Latter Day Saints, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

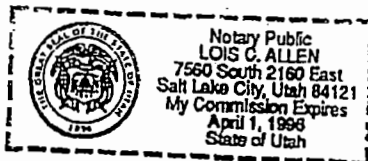
WITNESS my hand and official seal in the County and State last aforesaid this 21st day of July, 1993.

Sign: Lois C. Allen

Print: Lois C. Allen

Notary Public, My
Commission

Expires: 4-1-96



FLORIDA



Project Location

Taylor Creek Reservoir

Orange County
Osceola County

Restricted Property

OR BK 4618 Pg 1655
Orange Co FL 4591220

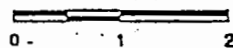
RECORDED & RECORD VERIFIED
Matthew Higgins
County Registrar, Orange Co, FL

EXHIBIT A.

Approximate Location of Restricted Property.



Scale in Miles



FIRST AMENDMENT TO

TAYLOR CREEK RESERVOIR SETTLEMENT AGREEMENT DATED JUNE 23, 1993

The CITY OF COCOA, FLORIDA, a municipal corporation of the State of Florida (the City or Cocoa), FARMLAND RESERVE, INC., a Utah non-profit corporation (FRI), as successor in interest to the CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS (COP), and EAST CENTRAL FLORIDA SERVICES, INC. (ECFS), a Florida corporation, enter into this First Amendment to the Taylor Creek Reservoir Settlement Agreement dated June 22, 1993 ("this Amendment") as of _____, 2017 ("Effective Date") to modify the terms and conditions of the Agreement as follows.

1. INTENT AND PURPOSE.

- 1.1 Amendment to "Whereas" Section.** The "Whereas" portion of the Agreement is amended to add the information and statements contained in this section 1.
- 1.2 FRI Owner of Real Property.** FRI is the owner of real property previously owned by COP and, for the purposes of this Amendment, is the successor-in-interest of COP regarding the Taylor Creek Reservoir, the real property adjacent thereto, and the Restricted Property identified in the Agreement.
- 1.3 TCR as Regional Water Supply Project.** Subsequent to the date of the Agreement, TCR has been studied as a potential regional alternative water supply source by the SJRWMD and a coalition of utilities consisting of Orlando Utilities Commission (OUC), Orange County Utilities, Tohopekaliga Water Authority (TWA), the City, and ECFS (the City of Titusville also participated in the study but chose not to pursue the TCR as a water supply project). This study culminated in two reports entitled "St. Johns River/Taylor Creek Reservoir Water Supply Project-Preliminary Design Report" dated December 22, 2009 and "St. Johns River/Taylor Creek Reservoir Water Supply Project Environmental Information Document" dated September 2009. After the development of these reports, the City and FRI, along with OUC, Orange County Utilities, TWA and ECFS entered into the TCR/SJR Project Agreements to develop a regional alternative water supply project described in those agreements as the TCR/SJR Project. The City's and FRI's participation in the agreements involving the TCR/SJR Project will affect each party's rights under the Agreement. The parties are entering into this Amendment to reflect the effects of those TCR/SJR Project Agreements and to reflect other changes since the effective date of the Agreement. The parties intend for this Amendment to be consistent with the parties' rights and duties under those TCR/SJR Project Agreements.

- 1.4 The City's Development of Taylor Creek Reservoir and Continued Use for Public Water Supply.** Pursuant to the Agreement, the City developed facilities to withdraw its current 12 MGD Vested Allocation of Water from TCR (as provided in section 4.3 of the Agreement) to supply water to its customers, and said facilities are sized to be expanded up to 24 MGD. The City has also obtained consumptive use permit number 50245 (formerly number 2-095-0005-28039) from the St. Johns River Water Management District (SJRWMD) to withdraw 8.83 million gallons per day (MGD) [3.223 billion gallons per year] of water from the Taylor Creek Reservoir (TCR). As such, the City has currently developed a Permitted Allocation of Water of 8.83 MGD [3.223 billion gallons per year] which the City treats and sells to its customers. Therefore, FRI and the City recognize the need to maintain the TCR over the long term for the City's public water supply purposes. Additionally, the water supply study referenced in paragraph 1.3 above recognizes Cocoa's continuing use of the TCR as a public water supply source.
- 1.5 Continued Use of TCR for Agricultural Water Supply.** Prior to and during the term of the Agreement, FRI has used TCR for agricultural irrigation purposes for the benefit of FRI (or FRI's predecessors in interest) which owns all the land beneath and surrounding TCR. Additionally, the water supply study referenced in paragraph 1.3 above recognizes the continuing use of TCR as an agricultural water supply source. As such, FRI and the City recognize the need to maintain TCR over the long term to supply water for agricultural uses.
- 1.6 ECFS Succeeding to COP's and FRI's Permitted and Vested Allocation Rights and Duties.** After the effective date of the Agreement or as part of this Amendment, COP and FRI have assigned to ECFS all rights and obligations of COP or FRI under the Agreement or this Amendment as to COP's and FRI's Permitted and Vested Allocations of Water. ECFS joins the Agreement and this Amendment to reflect this assignment. As used in the Agreement or in this Amendment, any reference to COP's or FRI's Vested Allocations of Water or Permitted Allocations of Water shall be read to also mean ECFS' Vested Allocations of Water or Permitted Allocations of Water.
- 2. DEFINITIONS.** The definitions from the Agreement will apply to this Amendment unless specifically indicated otherwise. In addition, the following definitions are added:

 - 2.1** "Agreement" means the Taylor Creek Reservoir Settlement Agreement dated June 22, 1993, between the City of Cocoa and the Corporation of the President of the Church of Latter Day Saints.

- 2.2 “District” or “SJRWMD” means the St. Johns River Water Management District or its successor entity.
- 2.3 “ECFS” or “ECFSI” means East Central Florida Services, Inc., a company affiliated with COP and FRI.
- 2.4 “Flowage Easement Litigation Settlement Agreement” means that contract between FRI and SJRWMD settling the ongoing litigation between these two parties regarding the TCR, a copy of which is attached to the GIA as Exhibit B.
- 2.5 “General Implementation Agreement” or “GIA” means the Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement entered into among the City, FRI, ECFS, Orange County, OUC, and the TWA.
- 2.6 “TCR/SJR Project Easement in Trust” means the Drainage, Flowage and Storage Easement Agreement for Public Water Supply, a copy of which is attached to the GIA as Exhibit D.
- 2.7 “TCR/SJR Project Easement in Trust Agreement” means the trust agreement among FRI, ECFS, Orange County, the City, OUC and TWA regarding the TCR/SJR Project Easement in Trust a copy of which is attached to the GIA as Exhibit E.
- 2.8 “TCR/SJR Project Transmission Line Agreement” means that contract governing the routing, location, right-of-way acquisition, design, construction, permitting, maintenance and ownership of the TCR/SJR Finished Water Transmission Line(s) and TCR/SJR Raw Water Transmission Line(s), a copy of which is attached as Exhibit G to the GIA.
- 2.9 “TCR/SJR Project” means a regional alternative water supply project withdrawing surface water from TCR and, in the future, the SJR for public water supply and agricultural purposes as more specifically stated in the GIA.
- 2.10 “TCR/SJR Project Agreements” means the GIA, the Agreement, this Amendment, the TCR/SJR Project Easement in Trust, TCR/SJR Project Easement in Trust Agreement, the TCR/SJR Project Transmission Line Agreement, the Wholesale Water Supply Contract, and the TCR/SJR Project Permitting Agreement.
- 2.11 “TCR/SJR Project Failure” means the same as defined in the GIA.

- 2.12 “TCR/SJR Project Permitting Agreement” means that certain agreement entered among FRI, ECFS, Cocoa, OUC, Orange County and TWA, a copy of which is attached to the GIA as Exhibit F.
- 2.13 “Per Acre Amount” means \$200 per acre of land on the Effective Date and as increased over time for each year after the Effective Date in direct proportion to annual increases reflected in the Gross Domestic Product Implicit Price Deflator Index (GDPIPD) prepared by the U.S. Department of Commerce; provided that the maximum per annum escalation shall not exceed four (4%) percent. If at any time the GDPIPD no longer becomes available, the Per Acre Amount shall then be adjusted annually by a successor index, if available, or if not available then by another index that most closely approximates the GDPIPD.
- 2.14 “Wholesale Water Supply Contract” means that certain agreement entered among FRI, ECFS, Cocoa, OUC, Orange County and TWA, a copy of which is attached to the GIA as Exhibit H.

3. **OPERATING ELEVATION OF TCR.**

- 3.1 **Section 5.3 of Agreement Superseded.** Section 5.3 of the Agreement is superseded and no longer in effect. The process for changing the regulation schedule or operating elevation of TCR is governed by this Amendment.
- 3.2 **Requesting Changes in TCR Operating Schedule Prior to TCR/SJR Project Implementation or alternatively, TCR/SJR Project Failure.** Except as part of implementing the TCR/SJR Project Agreements, FRI and the City agree to not request any Appropriate Regulatory Agency or the USACOE to change the TCR regulation or operating schedule before either (a) the date the City begins selling water from the public water supply portion of the TCR/SJR Project, or (b) the date a TCR/SJR Project Failure occurs, whichever occurs earlier.
- 3.3 **Requesting Changes in TCR Operating Schedule for TCR/SJR Project.** If the TCR/SJR Project is implemented and on-going and one or more changes to the TCR regulation or operating schedule are needed or requested as part of the TCR/SJR Project, the City and FRI agree to follow the process for the same set forth in the TCR/SJR Project Agreements and that process shall supersede any process in the Agreement or this Amendment for seeking changes to the regulation or operating schedule. Additionally, if the TCR/SJR Project is implemented and on-going, the City and FRI agree not to request any changes in the TCR operating schedule outside of the process provided in the TCR/SJR Project Agreements.

- 3.4 Requesting Changes in the TCR Operating Schedule after a TCR/SJR Project Failure.** If a TCR/SJR Project Failure or termination of the TCR/SJR Project Agreements occurs, neither FRI nor the City shall interfere with any actions by the other party to change the TCR operating schedule or operating elevation up to a high elevation of 46 feet NGVD or a low elevation of 36 feet NGVD. However, FRI and the City shall coordinate any proposed changes in the TCR operating schedule so as not to interfere with the City's 12 MGD Vested Allocation and any portion of the City's Vested Allocation which has become a Permitted Allocation at that time, and so as not to interfere with FRI's 2.25 MGD Vested Allocation or any portion of that Vested Allocation which has become a Permitted Allocation at that time and to accommodate and enable, to the maximum extent possible, FRI's increased 5.75 MGD Additional Vested Allocation and any portion of that Additional Vested Allocation which has become an Additional Permitted Allocation. The City and FRI shall cooperate to incorporate the proposed change into the written operating schedule or management plan for TCR withdrawals as set forth in subsection 4.6 below. If a TCR/SJR Project Failure occurs, and substitute parties are found to take over the TCR/SJR Project as provided for in the TCR/SJR Project Land Trust Agreement, TCR/SJR Easement in Trust and the GIA, then any subsequent changes to the TCR regulation or operating schedule shall be pursuant to the TCR/SJR Project Agreements.
- 3.5 Increasing TCR Operating Schedule beyond 46 Feet NGVD.** If a TCR/SJR Project Failure occurs or the TCR/SJR Project Agreements are terminated and the Appropriate Regulatory Agency or the USACOE constructs modifications to the L-73 and accompanying works that allow the USACOE to set a new operating schedule for the TCR with a maximum pool elevation greater than 46 feet NGVD, the parties recognize that either Cocoa, FRI or both may desire to have the TCR regulation schedule set such that the maximum pool elevation is higher than 46 feet NGVD. If either or both parties seek to raise the TCR regulation schedule such that the maximum pool elevation is higher than 46 feet NGVD, the parties must first enter into an amendment to the Agreement as amended by this Amendment setting forth the terms for such additional increase in regulation schedule elevation. At this time, the parties anticipate that such amendment would address issues such as division of any additional water produced by the higher regulation schedule; compensating FRI for additional land inundated based on the then current per acreage storage fee set forth under section 10 of this Amendment if the additional inundated land is used by Cocoa; and waiver of objections to the higher operating schedule.

4. COCOA'S EXISTING CUP; INCREASES IN COCOA'S AND FRI'S VESTED ALLOCATIONS.

- 4.1 Section 4 of Agreement Amended and Superseded.** Section 4 and subsections 4.1, 4.3, 4.4, 4.5, and 4.6 of the Agreement establishing each party's Vested Allocation of Water and a process for either party to increase its Vested Allocations of Water are superseded and no longer in effect. Each party's Vested Allocation of Water and the process for increasing party's Vested Allocation of Water are governed by this Amendment. Each party acknowledges that as of the Effective Date of this Amendment and throughout the remaining term of the Agreement as amended by this Amendment, that the other party is permanently and irrevocably entitled to its Vested Allocation of Water as provided herein irrespective of the existence of any Appropriate Permit authorizing use by such party. Each party agrees that it will not apply for any Appropriate Permit to use the other party's Vested Allocation, except as allowed in section 4.7 below. Once a Vested Allocation of Water is increased as provided herein, the incremental quantity becomes a Vested Allocation of Water for the remaining term of the Agreement. Each party's Vested Allocation of Water may only be assigned or transferred in accordance with section 4.7 of the Agreement as revised under section 13 of this Amendment.
- 4.2 Effect of TCR/SJR Project Agreements on Vested Allocations of Water.** Notwithstanding the provisions of the Agreement as amended by this Amendment, if the GIA or TCR/SJR Project Permitting Agreement are in effect and a TCR/SJR Project Failure has not occurred, the rights of Cocoa and FRI to obtain Appropriate Permits and withdraw water from TCR shall be governed by the terms of the GIA or TCR/SJR Project Permitting Agreement and not by the Agreement or this Amendment. If the GIA and the TCR/SJR Project Permitting Agreement terminate, or if a TCR/SJR Project Failure occurs, then Cocoa's and FRI's rights to seek Appropriate Permits and withdraw water from TCR shall be governed by the Agreement as amended by this Amendment.
- 4.3 Cocoa's Existing CUP No. 2-095-50245-8.** As of the Effective Date of this Amendment, the SJRWMD has issued Cocoa an Appropriate Permit identified as consumptive use permit ("CUP") No. 2-095-50245-8 which authorizes Cocoa to withdraw and use up to 8.83 MGD annual average of water from TCR. Cocoa owns, operates and maintains all facilities needed to withdraw this up to 8.83 MGD annual average from the TCR. FRI acknowledges and agrees that Cocoa CUP No. 2-095-50245-8 constitutes a presently existing legal use of water and therefore, Cocoa is not required to amend or modify CUP No. 2-095-50245-8 as part of the implementation of the TCR/SJR Project or the Agreement and this Amendment. FRI also acknowledges and agrees that Cocoa CUP No. 2-095-50245-8 constitutes a Permitted Allocation of Water under the Agreement. Cocoa's withdrawal and use of water from TCR pursuant to the authorization

provided by CUP No. 2-095-50245-8 is not considered a part of the TCR/SJR Project. FRI will respect and recognize Cocoa's right to use water from TCR pursuant to this CUP, and will take no action that interferes with or adversely affects Cocoa's right under CUP No. 2-095-50245-8. CUP No. 2-095-50245-8 shall take priority over any other future Appropriate Permit or other future permits to withdraw water from TCR which may be issued in furtherance of the Agreement and this Amendment or in furtherance of the TCR/SJR Project so long as the conditions on withdrawals and the allocation of water granted under CUP 2-095-50245-8 in existence on the Effective Date of this Amendment do not conflict with any applicable provision of the TCR/SJR Project Agreements that may be in effect. Cocoa may seek to renew or modify CUP No. 2-095-50245-8 so long as said renewal or modification does not conflict with any applicable provision of the TCR/SJR Project Agreements that may be in effect at the time of the renewal or modification, or if the TCR/SJR Project Agreements are not in effect or a TCR/SJR Project Failure has occurred, then so long as such renewal or modification does not increase the quantity of water to be withdrawn beyond Cocoa's Vested Allocation of Water. FRI agrees not to object to, oppose or contest the validity, modification, or renewal of CUP No. 2-095-50245-8 provided the same complies with the terms of the Agreement as amended by this Amendment or the terms of the TCR/SJR Project Agreements if applicable.

4.4 City's Vested Allocation of Water. The City's Vested Allocation of Water under section 4.3 of the Agreement of 12 MGD annual average [3.223 billion gallons per year] shall be retained by the City and continue during the term of the Agreement as amended by this Amendment. The City's Permitted Allocation described in section 4.3 above is included within, and a portion of, the City's 12 MGD Vested Allocation of Water. FRI agrees that it will not object to, oppose or contest the validity, modification, or renewal of any Appropriate Permit or application for Appropriate Permit authorizing the use by the City of this 12 MGD annual average Vested Allocation of Water. FRI further agrees that it will not apply for any Appropriate Permit to use any of the City's Vested Allocation or otherwise attempt to use any of the City's Vested Allocations unless the City consents to such use under subsection 4.7 of this Amendment.

4.5 FRI's Vested Allocation of Water and Additional Vested Allocation of Water. FRI's Vested Allocation of Water under section 4.1 of the Agreement is, and can be increased, as follows:

4.5.1 FRI's Vested Allocation of Water set forth in section 4.1 of the Agreement in the amount of 2.25 MGD annual average [823 million gallons per annum] shall be retained by FRI and continue in effect during the term of the Agreement as amended by this Amendment. The City agrees that it

will not object to, oppose or contest the validity, modification or renewal of any Appropriate Permit for application for Appropriate Permit authorizing the use by FRI of this 2.25 MGD annual average Vested Allocation. The City further agrees that it will not apply for any Appropriate Permit to use any of FRI's 2.25 MGD annual average Vested Allocation of Water unless FRI or ECFS consents to such use under subsection 4.7 of this Amendment.

- 4.5.2 Beginning on the Effective Date of this Amendment, FRI may seek one or more Appropriate Permits to increase its Vested Allocation of Water to a maximum amount of 8 MGD [2.92 billion gallons per year] subject to subsections 4.8 and 4.9 and section 7 of this Amendment ("Additional Vested Allocation").
- 4.5.3 If a TCR/SJR Project Failure occurs as defined and set forth in the GIA, FRI's right to seek Appropriate Permits to increase its Vested Allocation to 8 MGD Vested Allocation shall remain and be governed by the terms of the Agreement as amended by this Amendment.
- 4.5.4 FRI shall retain its existing Vested Allocation of Water of 125 million gallons per year under section 4.2 of the Agreement. The parties recognize that this Vested Allocation of Water has become a Permitted Allocation of Water pursuant to consumptive use permit no. 3426 issued to ECFS. However, this Vested Allocation of Water is used to irrigate an area known as Doxey Grove using water from a portion of the L-73 Canal that does not have a hydrologic connection to TCR. As such, FRI's Vested Allocation of Water of 125 million gallons per year under section 4.2 of the Agreement has no effect on either the City's Vested or Permitted Allocations of Water or on the quantity of water available from the TCR.

- 4.6 **Management Plan for TCR Water Withdrawals.** The City and FRI agree that a primary goal of the Agreement as amended by this Amendment is to allow both parties to fully achieve their Vested Allocations of Water prior to, and, if the case arises, in the absence of the TCR/SJR Project. To assist both parties in maximizing the ability to use their Vested Allocations of Water, no later than one year after the Effective Date of this Amendment, FRI and the City will cooperate to develop and implement a mutually agreed upon written operating schedule or management plan for each party's TCR water withdrawals. This written operating schedule or management plan will remain in effect until the implementation of any plans or protocols for the TCR/SJR Project as provided in the GIA. Once any plans or protocols for the TCR/SJR Project are implemented, such plans or protocols shall replace any operating schedule or management plan implemented pursuant to this Amendment and such operating schedule or management plan shall be of no further effect. However, if a TCR/SJR Project

Failure occurs, then any operating schedule or management plan developed under this Amendment shall go back into effect beginning on the effective date of the TCR/SJR Project Failure. If substitute parties are found to take over the TCR/SJR Project within 20 years of the date of the TCR/SJR Project Failure, then the plans and protocols implemented pursuant to the GIA shall become effective and replace any operating schedule or management plan adopted under this Amendment beginning on the date the City sells TCR/SJR Project water to the substitute parties.

4.7 Using another Party's Vested Allocation of Water There may be periods of time during which a party to this Amendment is not using all of its Vested Allocation of Water. During such times, that party may, by written acknowledgement and consent, allow the other party to temporarily use the other party's Vested Allocation of Water and obtain an Appropriate Permit from the Appropriate Regulatory Agency for such amounts for the time period and under the terms of the written acknowledgement and consent. However, neither party will be obligated to use any portion of the other party's Vested Allocation of Water. Similarly, neither party is obligated to allow the temporary use of its Vested Allocation of Water by the other party. The parties will use the following process to establish the means by which one party may temporarily withdraw and use a portion of the other party's Vested Allocation of Water:

- 4.7.1 Upon the seeking party's verbal or written request, the other party, if it agrees to allow use of all or a portion of its Vested Allocation of Water, will provide a written statement to the seeking party indicating the quantity of the other party's Vested Allocation of Water for which the seeking party may obtain an Appropriate Permit and withdraw. This written statement will also set forth the period of time the seeking party may withdraw this portion of the other party's Vested Allocation of Water.
- 4.7.2 The seeking party will not withdraw more water from TCR than the combined total of the seeking party's Vested Allocation of Water and that portion of the other party's Vested Allocation of Water that the other party has identified in writing the seeking party may withdraw. The seeking party will also not withdraw from TCR that portion of the other party's Vested Allocation of Water that the other party has identified for the seeking party to withdraw for a period of time longer than the period of time the other party has set forth in writing as the period during which the seeking party may withdraw this water.
- 4.7.3 The seeking party will apply for and seek an Appropriate Permit for its Vested Allocation of Water and that portion of the other party's Vested Allocation of Water that the other party has identified in writing the seeking party may withdraw. The duration of the seeking party's

Appropriate Permit for the allowed portion of the other party's Vested Allocation of Water will only be for the period of time the other party has set forth in writing as the period during which the seeking party may withdraw this water.

4.7.4 Upon execution of the TCR/SJR Project Agreements and prior to the effective date of a TCR/SJR Project Failure, if any, the parties will reconfirm any agreement to allow one party to use another party's Vested Allocation of Water using the assignment process provided in the TCR/SJR Project Agreements.

4.8 Assisting the Other Party to Permit its Vested Allocation of Water. Subject to subsection 4.9 and section 7 below, each party will provide oral or written communications to the Appropriate Regulatory Agency as necessary to allow or assist the other party to obtain one or more Appropriate Permits for that party's Vested Allocation of Water set forth herein. This also includes communications assisting one party to obtain an Appropriate Permit for that portion of the other party's Vested Allocation of Water that the other party has consented for the seeking party to use.

4.9 City's Future Acknowledgement of Non-Interference.

4.9.1 As necessary to allow or assist FRI in seeking one or more Appropriate Permits to convert some or all of FRI's 2.25 MGD Vested Allocation to a Permitted Allocation, upon written request from FRI, the City will acknowledge in writing to the Appropriate Regulatory Agency that FRI's request for an Appropriate Permit will not interfere with the City's Permitted Allocation of Water or the City's Vested Allocation of Water.

4.9.2 As necessary to allow or assist FRI in obtaining one or more Appropriate Permits to increase FRI's Vested Allocation of Water from 2.25 MGD to a maximum of 8 MGD and make that Additional Vested Allocation of Water a Permitted Allocation, the City will acknowledge in writing to the Appropriate Regulatory Agency that FRI's request for such an Appropriate Permit will not interfere with the City's Permitted Allocation of Water. However, the written acknowledgement in this subsection 4.9.2 shall be subject to the City's determination that the then existing TCR yield analysis is acceptable to support the non-interference acknowledgement, the parties agreeing on an operating schedule or management plan pursuant to subsection 4.6 of this Amendment, and any Appropriate Permit obtained by FRI being subject to Section 7 of this Amendment. The City's determination in such case shall be made using only the tools, computer models, or other analytical approaches then employed by the SJRWMD or its successor entity for analyzing whether a proposed use of water interferes with an existing legal use of water. Subject to the City determining that

there is an acceptable TCR yield to support FRI's request for such an Appropriate Permit and the parties agreeing on an operating schedule or management plan, the City agrees not to object to, oppose or contest the validity, modification, or renewal of any Appropriate Permit or application for Appropriate Permit authorizing FRI to use the Additional Vested Allocation of Water which is subject to the written acknowledgment.

5. SALE OF WATER

5.1 Prohibited Assignment Revised. Section 4.7 of the Agreement is amended to provide that pursuant to, and acting under, the TCR/SJR Project Agreements only, the City may sell and deliver finished or raw water withdrawn from TCR to OUC, Orange County Utilities, ECFS or TWA or any substitute or assignee party(s) as provided under the TCR/SJR Project Agreements.

5.2 Water Sales within Brevard County. The City shall have the right under this Amendment to continue selling and delivering finished water withdrawn from TCR to Cocoa's customers in Brevard County. Nothing contained in the Agreement or this Amendment is intended to restrict or limit the City's ability to sell and deliver finished water withdrawn from TCR to Cocoa's customers in Brevard County.

6. OPPOSING PERMIT APPLICATIONS FILED BY OTHER PERSONS OR ENTITIES.

FRI, ECFS and the City agree to oppose any permit application filed by any other person or entity seeking to withdraw water from TCR. The provisions of this subsection do not apply to any permit required by an Appropriate Regulatory Agency to enable the purchase and transfer of treated or finished water from the City to another entity constituting a portion of the City's Vested Allocation of Water. At the time of this Amendment, an example of such permit would be a secondary user consumptive use permit required by the SJRWMD. Additionally, the provisions of this section do not apply to any permit sought pursuant to the TCR/SJR Project Agreements, and FRI and the City agree not to oppose any such permit. Finally, the provisions of this section do not apply to any permit sought by any successor or assign of the City, FRI or ECFS.

7. FUTURE INTERFERENCE WITH COCOA'S VESTED OR PERMITTED ALLOCATION OF WATER.

If FRI has obtained an Appropriate Permit pursuant to subsection 4.9.2 above, and the withdrawal of water pursuant to that Appropriate Permit adversely impacts any portion of

the City's Vested or Permitted Allocation of Water, the City shall give FRI written notice of the same which notice shall explain how the City's Vested or Permitted Allocation of Water has been adversely impacted. Within 90 days after FRI receives such notice, representatives for FRI and the City will modify or revise the operating schedule or management plan required under subsection 4.6 to address the adverse impact so that the City can make full use of its Permitted Allocation or Vested Allocation. The City and FRI may also agree to address this issue by allowing one party to use all or a portion another party's Vested Allocation on either a temporary or permanent basis. If the adverse impact to Cocoa's use of its Permitted or Vested Allocation cannot be satisfactorily addressed by modifying the operating schedule or management plan or by allowing one party to use another party's Vested or Permitted Allocation, FRI shall modify or adjust its Permitted Allocation as necessary to remove the adverse impact to the City's Vested or Permitted Allocation, provided, however, that under no circumstance will FRI be required to reduce its Permitted Allocation below the 2.25 Vested Allocation set forth in section 4.1 of the Agreement as reaffirmed by subsection 4.5.1 of this Amendment. However, if the TCR/SJR Project Agreements are in effect, then the means for addressing any impact to the City's Permitted or Vested Allocation of Water shall be as set forth in the TCR/SJR Project Agreements.

8. EXISTING AND NEW EASEMENTS/FEE TITLE TO COCOA.

- 8.1 Sale and Purchase of Additional Aquifer Storage and Recovery Sites.** Section 9 of the Agreement is amended such that FRI will sell and the City will buy in fee simple up to 20 +/- additional Aquifer Storage and Recovery (ASR) Parcels. The location of these additional ASR Parcels must be within the area depicted on Exhibit F (General Area in Which Supplemental ASR Parcel May Be Located) to the Agreement, or if the area depicted on Exhibit F is not suitable for the City's ASR requirements, then the City will consider the areas depicted on Exhibits C (Approximate Location of ASR Parcels) and E (Approximate Location of Alternate ASR Parcel) to the Agreement, or within some other area owned by FRI that is mutually agreed upon by FRI and the City. The conveyance of said parcels to Cocoa shall be free of any liens, mortgages and other encumbrances, and any material title defects, except for: (i) taxes and assessments for the year of closing and subsequent years; (ii) zoning ordinances of record and local government restrictions of record; and (iii) public utility easements of record deemed acceptable to Cocoa.
- 8.2 Closing on ASR Sites.** Closing on these additional ASR sites will not be governed by subsections 9.2 – 9.14 of the Agreement, but by the following procedure:
- 8.2.1** Upon the occurrence of Project Failure or the Committee decision to commence the implementation of Phase 3 of the TCR/SJR Project as set forth in the GIA, whichever occurs first, Cocoa shall have six (6) months from the date of said

occurrence to provide FRI written notice as to whether it desires to acquire the additional ASR sites. If Cocoa desires to acquire the additional ASR sites, Cocoa shall, at its own expense, obtain a survey and an appraisal of the affected land within six (6) months from the date the written notice is delivered to FRI. However, if Cocoa fails to timely provide the written notice referenced above or provides written notice that it does not desire to acquire the ASR sites, Cocoa shall be deemed to have irrevocably waived its right to acquire the additional ASR sites under this section 8.2.

- 8.2.2 The survey shall be certified in a manner sufficient for the issuance of title insurance commitment deleting the survey exception, said certification to include FRI, Cocoa and the title insurance company. A copy of the survey shall be submitted to FRI's representative for review. FRI shall review the same and provide any comments or suggested changes on the survey back to Cocoa no later than sixty (60) days after receipt of the survey, at which point Cocoa and FRI shall finalize the survey with the surveyor. Once the survey is agreed to by the parties, Cocoa shall obtain a title insurance commitment of the land legal described in the survey within ninety (90) days, and deliver a copy to FRI with written notice specifying the material defects which exist with respect to title, if any.
- 8.2.3 After a title insurance commitment has been obtained, the fair market value of the land to be acquired by Cocoa under this section shall be determined based on an appraisal prepared by an appraiser selected by Cocoa using an agreed upon appraisal method. The appraisal shall be obtained within ninety (90) days from the date that a copy of the title commitment is provided by Cocoa to FRI. A copy of the appraisal shall be submitted to FRI's representative for review. If FRI disagrees with the fair market value established by the Cocoa appraisal, then within sixty (60) days of receipt of the Cocoa appraisal, FRI shall have ninety (90) days to select its own appraiser, prepare an appraisal, and transmit that appraisal to Cocoa. If the Cocoa's and FRI's appraisals differ by 20% or less, the fair market value shall be deemed to be the average of the Cocoa's and FRI's appraisals. If the Cocoa's and FRI's appraisals differ by more than 20%, the fair market value shall be determined by a review appraiser selected by Cocoa's and FRI's appraisers. Cocoa and FRI will bear the cost of the review appraiser equally. Cocoa and FRI shall agree upon a reasonable time period to select the review appraiser and for the review appraiser to establish the fair market value.
- 8.2.4 Within ninety (90) days after Cocoa and FRI finalize the survey and appraisal, Cocoa or its attorney shall prepare the closing documents to reflect the survey and appraisal approved by the parties and the requirements of the title commitment and applicable law, except closing documents required to cure any material defects in title shall be prepared by FRI or its attorney so that the title insurance policy will be written without such defects. FRI agrees to diligently cure all such title defects.

- 8.2.5 Cocoa shall pay all expenses incidental to transfer of title to the additional ASR Parcels including, but not limited to, recording fees, documentary stamps, and similar expenses, except that FRI shall be responsible for the cost of preparing and recording any corrective instruments required to perfect title. Additionally, FRI shall be responsible for any real estate taxes and assessments up to the date of closing.
 - 8.2.6 The closing shall take place at a mutually convenient date and time at a location convenient to the closing attorney or agent.
 - 8.2.7 If, for any reason other than failure of FRI to make its title marketable after diligent effort, FRI fails, neglects or refuses to perform under this section 8, the City may seek specific performance or elect to cancel the sale of the additional ASR Parcels and FRI shall be responsible for reimbursing the City for any out-of-pocket expenses incurred in preparing for the closing including, but not limited to, surveying, appraisal, title commitment fees and other associated closing expenses.
 - 8.2.8 Title to the additional ASR Parcel transferred to Cocoa under this section shall remain with the City upon termination of this Agreement under section 18 of the Agreement.
 - 8.2.9 The time periods set forth in this section 8 may be amended in writing by FRI and Cocoa.
9. **GRANT OF PERMANENT EASEMENT RIGHT TO THE CITY TO STORE, FLOW AND WITHDRAW WATER IN TCR FOR WATER SUPPLY.** Within 60 days after the Effective Date of this Amendment, FRI will execute and record in the public records of Orange and Osceola Counties that certain permanent Drainage, Flowage and Storage Easement Agreement for Public Water Supply to Cocoa which is attached as Exhibit A to this Amendment (“Cocoa Easement”). The Cocoa Easement shall be recorded prior to the TCR/SJR Easement in Trust.
10. **CITY’S PAYMENTS TO FRI.** The payment provisions set forth in sections 14.2 through 14.4.6 of the Agreement are amended as follows:
- 10.1 **City’s Annual Payment Fee to FRI.**
- 10.1.1 Section 14.2 of the Agreement shall remain in effect except that beginning with the annual payment due on June 30, 2018 and continuing with each annual payment thereafter, the amount of the annual payment set forth in the Agreement shall not be adjusted by the CPI but instead by the Gross Domestic Product Implicit Price Deflator Index (GDPIPD) prepared by the U.S. Department of Commerce; provided that the maximum per annum escalation shall not exceed four (4%) percent. If at any time the GDPIPD no longer becomes available, the Per Acre Amount shall then be adjusted annually by a successor index, if available, or if not available

then by another index that most closely approximates the GDPIPD. Section 14.3 of the Agreement shall remain in effect and the references to the maximum standing pool elevation in subsections 10.1.2 through 10.1.8 below shall be subject to the provisions of sections 14.3.1, 14.3.2 and 14.4 of the Agreement.

- 10.1.2 On June 30, 2019, the City shall pay FRI the amount that would otherwise be due under the Agreement (the Basic Payment referenced in section 14.2 of the Agreement and, if applicable, the Additional Annual Payment referenced in section 14.3 of the Agreement, with adjustment to the annual payment amount using the GDPIPD, which is hereinafter referred to as the “Base Fee”) plus an additional amount of \$20 for each acre of land located beneath the maximum standing pool elevation of the operating or regulation schedule in effect for the TCR by the US Army Corps of Engineers on that date.
- 10.1.3 On June 30, 2020, the City shall pay FRI the Base Fee, plus an additional amount of \$30 for each acre of land located beneath the maximum standing pool elevation of the operating or regulation schedule in effect for the TCR by the US Army Corps of Engineers on that date.
- 10.1.4 On June 30, 2021, the City shall pay FRI the Base Fee, plus an additional amount of \$40 for each acre of land located beneath the maximum standing pool elevation of the operating or regulation schedule in effect for the TCR by the US Army Corps of Engineers on that date.
- 10.1.5 On June 30, 2022, the City shall pay FRI the Base Fee, plus an additional amount of \$50 for each acre of land located beneath the maximum standing pool elevation of the operating or regulation schedule in effect for the TCR by the US Army Corps of Engineers on that date.
- 10.1.6 On June 30, 2023, the City shall pay FRI the Base Fee, plus an additional amount of \$60 for each acre of land located beneath the maximum standing pool elevation of the operating or regulation schedule in effect for the TCR by the US Army Corps of Engineers on that date.
- 10.1.7 On June 30, 2024, the City shall pay FRI the Base Fee, plus an additional amount of \$70 for each acre of land located beneath the maximum standing pool elevation of the operating or regulation schedule in effect for the TCR by the US Army Corps of Engineers on that date.
- 10.1.8 On June 30, 2025, and on June 30 of each year thereafter, the City shall pay FRI an amount constituting the Annual Per Acre Amount for each acre of land located beneath the maximum standing pool elevation of the operating or regulation schedule in effect for the TCR by the US Army Corps of Engineers on that date.
- 10.1.9 Notwithstanding any of the foregoing or any language in the Agreement or this Amendment, beginning on the date the City must pay FRI the “Annual Storage Fee Payment” as defined in the GIA, and continuing for

as long as the City must make such payment pursuant to the GIA, the City will cease making any annual payments to FRI pursuant to the Agreement or this Amendment except that the City shall pay FRI the pro-rated amount reflecting the number of days from June 30 of the preceding year to the date the Annual Storage Fee Payment becomes effective under the terms of the GIA. However, if a TCR/SJR Project Failure occurs (as defined by the GIA) or the TCR/SJR Project Agreements are terminated, then beginning on June 30 of the year following the effective date of the TCR/SJR Project Failure or termination of the TCR/SJR Project Agreements and on June 30 of each year thereafter, the City shall pay FRI the annual payment as prescribed in section 10.1.8 above with the Annual Per Acre Amount adjusted to the date the City resumes paying such annual payment and continuing thereafter. It is the intent of the parties that the City will make annual payments to FRI pursuant to either the terms of the Agreement as amended by this Amendment or pursuant to the terms of the GIA, but not both simultaneously.

- 10.2 Determining Extent of Land Inundated.** The extent of land inundated below the maximum standing pool elevation referenced in 10.1.1 above shall be determined by using LIDAR survey completed by the SJRWMD in 2010. If the SJRWMD or a successor agency or one of the parties completes a new LIDAR survey or some other more accurate means for determining the elevation of land within and around the TCR, this new means will be used to determine the extent of land inundated. The extent of land inundated will be determined based upon TCR's current established regulation schedule's maximum standing pool elevation and not the water level which may actually be occurring in TCR at any given time.
- 10.3 Annual Payment Established to Settle Potential Dispute.** Cocoa's annual payment set forth herein was established as a means of settling a potential dispute between the parties involving numerous issues such as, but not limited to, potential allocation of water, cooperation in developing a regional water supply project, and property rights, and is not intended by either party to be a statement estimation or analysis of the value of the land located beneath the TCR or to be a statement, estimation or analysis of the value of land in the area surrounding TCR.
- 10.4 Payment for Regulation Schedule Higher than 46 Feet NGVD.** If the parties seek to have the regulation schedule of TCR set such that the highest maximum pool elevation is higher than 46 feet NGVD, then the parties must first execute an amendment to the Agreement setting forth the payment provisions for the land inundated by this higher-than-46-feet-NGVD regulation schedule and other terms for using TCR for water supply at this higher regulation schedule.

11. **FRI'S USE RIGHTS PRESERVED.** If the Florida Department of Environmental Protection, or its successor entity, reclassifies the TCR or its associated watershed pursuant to the provisions of section 403.061(29)(b), Florida Statutes, (2016), then upon the effective date of such reclassification, the following sentence shall be removed from that section 6.2 of the Agreement: "[t]he foregoing notwithstanding, COP agrees that during the term of this Contract, COP shall not use the Restricted Property in a manner that would result in the introduction of hazardous or toxic substances or other similar contaminants in to the Taylor Creek Reservoir that would make the City's use of the surface water from the Taylor Creek Reservoir economically impracticable." After the reclassification of TCR or its associated watershed pursuant to provisions of section 403.061(29)(b), Florida Statutes, (2016), then neither the Agreement nor this Amendment shall restrict the use of any of FRI's lands, including the Restricted Property, and FRI shall be allowed to use these lands in any manner authorized by general law.
12. **DURATION OF AGREEMENT.** Section 2 of the Agreement is amended to provide that the term of the Agreement is permanent. However, on each 50 year anniversary of the Effective Date of this Amendment, representatives of FRI and the City shall meet and determine whether the Agreement as amended by this Amendment is still needed or should be further amended or revised. Additionally, if Cocoa voluntarily and willfully ceases to use the TCR for public water supply purposes, Cocoa shall provide FRI with written notice of the date of such cessation and the Agreement as amended by this Amendment shall expire on said date.
13. **ASSIGNMENT OF AGREEMENT AND AMENDMENT.**
 - 13.1 **COP's Assignment to FRI and Future Assignments.** As part of this Amendment, COP assigns all rights, interests and obligations under the Agreement to FRI. FRI agrees to accept such assignment and undertake all obligations and responsibilities of the Agreement and this Amendment. The City agrees to accept such assignment, look to FRI for compliance with the Agreement and this Amendment, and release COP from any and all obligations under the Agreement. Pursuant to section 22 of the Agreement, COP and FRI have executed the assignment form shown as Exhibit Z to the Agreement. FRI may assign the Agreement and the Amendment to other related entities in the future by completing the assignment form shown as Exhibit Z to the Agreement including assigning all rights and obligations regarding its Vested Allocation of Water or Permitted Allocation of Water under the Agreement or this Amendment to ECFS. Additionally, the provisions of section 22 of the Agreement restricting COP or FRI from assigning some or all of its rights under the Agreement only to entities owned, controlled or affiliated with COP or FRI are superseded, no longer in effect, and COP or FRI, and their successors or assigns may assign their rights

under the Agreement as amended by this Amendment to either entities owned, controlled or affiliated with COP or FRI or to any public water supply entity.

13.2 City's Ability to Assign. The City will not assign its rights or obligations under the Agreement or this Amendment without FRI's written consent. Except for the sale of water allowed by section 5 above, the City agrees not to assign or transfer is Vested Allocations or Permitted Allocations without FRI's written consent.

14. CONFLICT BETWEEN AGREEMENT AND AMENDMENT. The provisions of the Agreement remain in effect except where repealed, superseded, or otherwise changed or amended by this Amendment. The parties intend for the Agreement and this Amendment to be read and interpreted in harmony. However, if an irreconcilable conflict exists between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall prevail.

15. CONFLICT BETWEEN AGREEMENT OR AMENDMENT AND TCR/SJR PROJECT AGREEMENTS. The parties have entered into this Amendment simultaneous with entering into the TCR/SJR Project Agreements and intend for this Amendment to be consistent with the TCR/SJR Project Agreements. Whenever possible, the parties intend for the provisions of this Amendment to be interpreted in a manner that is consistent with the parties' rights and obligations under the TCR/SJR Project Agreements.

16. DELETION OF RESERVATION OF COP'S (FRI'S) SEVERANCE AND BUSINESS DAMAGES CLAIM. Section 11.4 of the Agreement is superseded and no longer in effect. Cocoa shall have no liability for severance or business damages resulting from Cocoa's use of TCR under the Agreement and this Amendment and under the TCR/SJR Project Agreements. However, the City and FRI shall continue their agreement in section 11.4 of the Agreement to cooperate in opposing any regulatory restriction, rule, policy or promulgation that would impact or affect the use or fair market value of the Restriction Property owned by FRI resulting from the City's withdrawal or use of water from the TCR and L-73 for water supply.

17. FRI'S OBLIGATIONS RUNNING WITH THE LAND. FRI's agreements, commitments, obligations and representations under this Amendment shall run with and are appurtenant to the Restricted Property and shall bind any subsequent owner of the Restricted Property or any portion thereof. Immediately upon the Effective Date of this Amendment, the City and FRI shall execute the Memorandum of Amended Agreement attached hereto as Exhibit B in the same manner that was required for the Memorandum of Agreement under section 19 of the Agreement.

Final Signature Version

IN WITNESS WHEREOF, the City and FRI have executed this Amendment on the dates indicated below.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF COCOA, FLORIDA
a Florida municipal corporation,

(Signature)

By: _____
Henry U. Parrish III
Mayor

(Print Name)

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Henry U. Parrish III, as Mayor of the City of Cocoa, Florida, a Florida municipal corporation, on its behalf. He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

APPROVED AS TO FORM:

Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

EAST CENTRAL FLORIDA SERVICES
a Florida corporation,

(Signature)

By: _____

K. Erik Jacobsen
President

(Print Name)

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by K. Erik Jacobsen, as President of East Central Florida Services, a Florida corporation, on its behalf. He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

APPROVED AS TO FORM:

Eric T. Olsen, Esq.
Counsel

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FARMLAND RESERVE, INC.
a Utah nonprofit corporation

(Signature)

(Print Name)

By: _____

Don M. Sleight
Chief Executive Officer

(Signature)

(Print Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Don M. Sleight as Chief Executive Officer of Farmland Reserve, Inc., a Utah nonprofit corporation, on its behalf. He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

APPROVED AS TO FORM:

Eric T. Olsen, Esq.
Counsel

EXHIBIT "A"

FIRST AMENDMENT TO TAYLOR CREEK RESERVOIR SETTLEMENT AGREEMENT DATED JUNE 23, 1993

Final Signature Version

This space reserved for use by the Clerk
of the Circuit Court

This Instrument Prepared by:

Jason E. Merritt, Esq.
Hopping Green & Sams, P.A.
Post Office Box 6526
Tallahassee, Florida 32314

**DRAINAGE, FLOWAGE AND STORAGE EASEMENT AGREEMENT
FOR PUBLIC WATER SUPPLY TO COCOA**

This Drainage, Flowage and Storage Easement Agreement for Public Water Supply
("Easement Agreement") is made and entered into this _____ day of _____,
2017 (the "Effective Date"), by and between:

Farmland Reserve, Inc., a Utah nonprofit corporation, whose address is 79
South Main Street, Suite 1000, Salt Lake City, Utah 84111-1945 ("**Grantor**");
and

The City of Cocoa, Florida, a Florida municipal corporation ("**Cocoa**"), whose
address is 65 Stone Street, Cocoa, Florida 32922.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple in and to certain lands located in Orange
County and Osceola County, Florida, which lands are situated beneath a surface water reservoir
commonly known as the Taylor Creek Reservoir; and

WHEREAS, Cocoa is a Florida municipal corporation and the operator of a potable water
utility; and

WHEREAS, pursuant to that certain Taylor Creek Reservoir Settlement Agreement dated
June 22, 1993, between Cocoa and Grantor's predecessor in title, the Corporation of the
President of the Church of Jesus Christ of Latter Day Saints, and associated document(s) thereto
(the "**1993 Settlement Agreement**"), Cocoa has been storing, flowing, and withdrawing water
from the Taylor Creek Reservoir on Grantor's lands for public water supply purposes; and

Whereas, the Parties have entered into an amendment to the 1993 Settlement Agreement on _____ (the “**2017 Amendment**”) (the 1993 Settlement Agreement and the 2017 Amendment are hereinafter collectively referred to as the “**Settlement Agreement**”; and

WHEREAS, pursuant to the 1993 Settlement Agreement, the current authorization from Grantor to Cocoa to flow and store water over Grantor’s land within the Taylor Creek Reservoir was scheduled to expire on June 29, 2043; and

WHEREAS, pursuant to the 2017 Amendment, Grantor agrees to grant Cocoa a permanent drainage, flowage and storage easement over the lands more particularly described on **Exhibit “A”** attached hereto and by this reference incorporated herein located beneath the Taylor Creek Reservoir (the “**Flowage and Storage Easement Area**”) allowing Cocoa to continue, in perpetuity pursuant to this Easement Agreement, to impound, drain, flow and store water over such lands within the Taylor Creek Reservoir; as well as the removal of water from such lands within the Taylor Creek Reservoir; all for public water supply purposes (the “**Flowage and Storage Easement**”); and

WHEREAS, the Parties acknowledge that the water level in the Taylor Creek Reservoir is affected by various structures owned and operated by the St. Johns River Water Management District pursuant to a regulation schedule established by the U.S. Army Corps of Engineers, and that the regulation schedule contains a maximum standing pool elevation which is the highest water level elevation the Corps will allow before draining water from the Taylor Creek Reservoir and which, for purposes of this easement, is the area of water storage available for public water supply flowage and storage; and

WHEREAS, the Parties desire that Cocoa’s use of the Flowage and Storage Easement Area pursuant to this Flowage and Storage Easement shall be limited by the maximum standing pool elevation of the Taylor Creek Reservoir as implemented by the U.S. Army Corps of Engineers and effectuated by the St. Johns River Water Management District (the “**District**”); and

WHEREAS, Cocoa further desires the grant of certain easements upon certain lands owned by Grantor described in **Exhibit “B”** (the “**Intake Structures Easement Area**”) for the construction, installation, repair, reconstruction, use and maintenance of certain water withdrawal facilities including, but not limited to, intake structures, pipes, lines, mains, pumps, valves, and associated infrastructure and equipment (the “**Intake Structures**”) as may be necessary for the withdrawal of water from the Taylor Creek Reservoir for public water supply use (the “**Intake Structures Easement**” and together with the Flowage and Storage Easement, the “**Easements**”); and

WHEREAS, Grantor desires to grant to Cocoa the Easements on the terms and conditions more particularly contained herein.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **GRANT OF FLOWAGE AND STORAGE EASEMENT.** Grantor hereby grants to Cocoa, its successors, and assigns, in perpetuity, the Flowage and Storage Easement, to have and to hold the same subject however to the terms and conditions of this Easement Agreement. The rights granted under the Flowage and Storage Easement shall include the right of access over, upon, under, and across the Flowage and Storage Easement Area for such purposes as may be necessary for the portion of the Taylor Creek Reservoir located on, over, and within the Flowage and Storage Easement Area to be utilized for public water supply. However, this Easement Agreement and the Flowage and Storage Easement do not grant Cocoa the right to discharge any fluid or substances, directly or indirectly, into the Taylor Creek Reservoir or the Flowage and Storage Easement Area.

3. **GRANT OF INTAKE STRUCTURES EASEMENT.** Grantor hereby grants to Cocoa, its successors, and assigns, in perpetuity, pursuant to the Settlement Agreement, the Intake Structures Easement, to have and to hold the same subject however to the terms and conditions of this Easement Agreement. The rights granted under the Intake Structures Easement shall include the right of access over, upon, under, and across the Intake Structures Easement Area for the purpose of construction, installation, repair, reconstruction, replacement, restoration, use, operation, and maintenance of such Intake Structures as may be necessary to effectuate the Flowage and Storage Easement.

4. **USE OF EASEMENT; MAINTENANCE OF FACILITIES.**

A. *Generally.* Cocoa shall exercise the rights granted under this Easement Agreement and shall design, construct and operate the Intake Structures in compliance with any and all applicable laws, rules, statutes, regulations, judicial or administrative decisions, permits, approvals or other final and binding governmental actions rendered by any local, state or federal governmental agency having the authority to regulate Cocoa's actions or the exercise of Cocoa's rights under this Easement Agreement (the "**Applicable Laws**"). The foregoing notwithstanding, neither this provision nor any other provision in this Easement Agreement shall prohibit or limit Cocoa's ability to contest or challenge any Applicable Laws in an appropriate legal proceeding. Additionally, Cocoa shall exercise the rights granted under this Easement Agreement in accordance with the terms herein.

B. *Construction and Maintenance.* Cocoa shall cause all Intake Structures to be designed and constructed in a manner which complies with Applicable Laws. Further, Cocoa shall cause all such Intake Structures to be maintained in a good condition such that such structures remain in an operable condition

suitable for the purposes for which they were designed and constructed. Should such facilities be damaged or destroyed by any casualty or loss whatsoever, Cocoa shall cause, no later than one hundred eighty (180) days from the date of such casualty or loss, such facilities to be repaired or restored to a condition in which such facility may be utilized for the purpose for which they were designed and constructed. Upon request by Cocoa, Grantor shall consent, in writing, to granting Cocoa additional time to make said repairs or restoration in the event the extent and nature of such repairs or restoration reasonably warrant additional time or such repairs or restoration are delayed due to an event not the fault of, and beyond the reasonable control of Cocoa. Such consent shall not unreasonably be withheld by Grantor. Prior to undertaking any construction of the Intake Structures or any repair or maintenance to the same, Cocoa shall obtain all required permits and approvals as may be required from the St. Johns River Water Management District, the United States Army Corps of Engineers or any other governmental entity having the authority to permit and approve such work.

- C. *Use of Flowage and Storage Easement Area only to Extent of Maximum Standing Pool Elevation.* The Parties acknowledge and agree that, at any given time, the maximum standing pool elevation of the Flowage and Storage Easement Area will be governed by the regulation schedule for the Taylor Creek Reservoir, and shall be up to a high elevation of 46.0 feet NGVD or down to a low elevation of 36 feet NGVD. The Parties also acknowledge and agree that the regulation schedule established and implemented by the U.S. Army Corps of Engineers and maintained by the District may be lower than the highest elevation of the Flowage and Storage Easement Area. In such case, Cocoa shall only use the portion of the Flowage and Storage Easement Area located below the elevation of the maximum standing pool elevation then in effect and implemented for the Taylor Creek Reservoir.

5. REMAINING RIGHTS AND INCONSISTENT USE. With the exception of the Easement in Trust, as hereinafter defined below, the Flowage and Storage Easement and the Intake Structures Easement shall be exclusive for purposes of providing public water supply from the Taylor Creek Reservoir; however, as to any and all other purposes and uses not inconsistent with the purposes and uses of the Easements, the Easements shall be non-exclusive. Grantor reserves all rights accruing from its ownership of the lands encumbered by the Easements including the right to engage in or to permit or invite others to engage in all uses of these lands that are not expressly prohibited herein and are not inconsistent with the purposes of this Easement Agreement or the Settlement Agreement. Grantor agrees and covenants that it shall not grant or exercise any rights in the Flowage and Storage Easement Area or the Intake Structures Easement Area inconsistent with, or which unreasonably interfere with, use and enjoyment of the Easements. Provided however, the foregoing shall not be deemed to prevent Grantor from utilizing or permitting others to utilize the Flowage and Storage Easement Area and/or the Taylor Creek Reservoir for recreational, agricultural, or livestock purposes. The Parties recognize and acknowledge that Grantor has made recreational, agricultural and livestock uses of the Flowage and Storage Easement Area during the terms of the Pre-existing Judgement

described below and that Grantor's uses of the Flowage and Storage Easement Area have not unreasonably interfered with Cocoa's use of the lands subject to the Pre-existing Judgement. Further, nothing contained in this Section 5 or elsewhere in this Agreement shall be deemed to prohibit the storage, use or withdrawal of water from the Taylor Creek Reservoir by Grantor or East Central Florida Services, Inc., or successors or assigns of the same, for either agricultural, public water supply or other purposes and pursuant to one or more consumptive use permits issued by the District, so long as consistent with the Settlement Agreement, regardless of whether said consumptive use permit is in effect as of the Effective Date or issued thereafter. Finally, subject to the terms and conditions of this Easement Agreement, Cocoa acknowledges that nothing in this Easement Agreement shall be construed to prevent Grantor, subsequent to the recording of this Easement Agreement, from granting that certain Drainage, Flowage and Storage Easement Agreement for Public Water Supply to Cocoa in trust pursuant to the terms of that certain TCR/SJR Project Land Trust Agreement dated _____ (the "**Easement In-Trust**").

6. **STORAGE FEE.** Grantor and Cocoa acknowledge that the grant of the Easements pursuant to this Easement Agreement is made subject to and on the condition that Cocoa pays the storage fee to Grantor in the amount and manner provided by the Settlement Agreement (the "**Storage Fee**"). Any failure to pay the Storage Fee shall constitute an Event of Default under this Easement Agreement.

7. **INDEMNIFICATION.** To the extent allowed by law and subject to the terms of this Easement Agreement, Cocoa agrees to indemnify and hold Grantor harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the exercise of the rights arising under this Easement Agreement by Cocoa, its agents, or employees or independent contractors. Provided however, Grantor agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of Cocoa's limitations on liability set forth in section 768.28, Florida Statutes, and other law. Further, the foregoing indemnity shall not apply to damages, losses, or claims arising from negligence of Grantor. This paragraph shall survive the termination or cancellation of this Easement Agreement.

8. **DEFAULT.** The occurrence of any of the following shall constitute an "**Event of Default**" hereunder:

- A. Any failure to pay the Storage Fee in the amount and manner provided herein.
- B. Cocoa's failure to abide by, comply with or conform to any Applicable Law.
- C. The occurrence of one or more of the conditions set forth in subsection 218.503(1), Florida Statutes, or successor provision, with regard to Cocoa.
- D. Cocoa otherwise fails to perform any other term or provision of this Easement Agreement.

9. **NOTICE OF EVENT OF DEFAULT AND OPPORTUNITY TO CURE.** Upon the occurrence of an Event of Default, Grantor shall deliver written notice thereof to Cocoa in the

manner provided by Section 14 (the “**Default Notice**”), which Default Notice shall identify the nature of the Event of Default. Upon receipt of a Default Notice, Cocoa shall have a period of thirty (30) days within which to cure the Event of Default (the “**Curative Period**”). Provided however, if the Event of Default is of such nature that it cannot be cured within the Curative Period, then Cocoa shall have such additional time as may be necessary to cure the Event Default so long as within the Curative Period Cocoa commences the cure and diligently prosecutes such cure until completion.

10. ENFORCEMENT OF AGREEMENT. Should Cocoa fail to cure the Event of Default within the Curative Period then the Grantor shall be entitled to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance. In the event any Party hereto seeks to enforce the Easement by court proceedings or otherwise, then each party to such proceedings shall bear its own attorney’s fees and in no event shall any such fees be recoverable from any other party to such proceedings.

11. No THIRD PARTY RIGHTS. This Easement Agreement is solely for the benefit of Grantor and Cocoa only, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any other third party not a formal party to this Easement Agreement. Further, notwithstanding the fact that Cocoa is a governmental entity, the parties hereto agree that nothing in this Easement Agreement is intended to confer any rights to the public at large, including but not limited to, a right of public access. To that end, nothing in this Easement Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any use, right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions hereof.

12. CONTROLLING LAW. This Easement Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida, without giving effect to any choice of law rules thereof which may direct the application of laws of another jurisdiction.

13. PUBLIC RECORDS. Grantor understands and agrees that all documents of any kind provided to Cocoa in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

14. NOTICES. All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given. A copy shall also be sent to the Party by email. All notices shall be delivered or sent to the Parties at their respective address shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

As to COCOA: City Manager
 City of Cocoa
 65 Stone Street
 Cocoa, Florida 32922

With copy to: Utilities Director
 City of Cocoa
 351 Shearer Boulevard
 Cocoa, Florida 32922

 City Attorney
 City of Cocoa
 65 Stone Street
 Cocoa, Florida 32922

As to FRI: President
 Farmland Reserve, Inc.
 13754 Deseret Lane
 St. Cloud, Florida 34773

With a copy to: Hopping Green & Sams
 P.O. Box 6526
 Tallahassee, FL 32314

15. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

16. BINDING EFFECT. This Easement Agreement and all of the provisions of this Easement Agreement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the property burdened by the Easements.

17. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

18. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by all parties hereto.

19. **COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

20. **NO PUBLIC ACCESS.** This Easement Agreement does not grant any rights of access by the general public to the Flowage and Storage Easement Area or the Intake Structures Easement Area. This Easement Agreement grants access only to Cocoa, its employees and agents, and only for the specific purpose of carrying out the obligations and duties under this Easement Agreement and the Settlement Agreement.

21. **RELATIONSHIP TO PRIOR EASEMENTS IN FAVOR OF COCOA.** Grantor and Cocoa acknowledge the existence of a certain judgment and recorded memorandum of agreement over certain lands of Grantor in favor of Cocoa over portions of the Taylor Creek Reservoir for Cocoa to store, flow and withdraw water for Cocoa's use outside of the TCR/SJR Project, which judgment and agreement predate the grant of this Easement Agreement (collectively, the "**Pre-existing Judgment**"). Said Pre-existing Judgment is recorded in the Official Records of Orange County, Florida at Book 4964 and Page 2809 and Book 5184 Page 2135; and said memorandum of agreement is recorded in Book 4618 and Page 1652 of the Official Records of Orange County, Florida and in Book 1143 and Page 2191 of the Official Records of Osceola County, Florida. Grantor and Cocoa agree that this Easement Agreement is intended to supersede and replace the Pre-existing Judgment as to limited matters involving only the storage, flow, and withdrawal of water from the Taylor Creek Reservoir for Cocoa's use. Such Pre-existing Judgment, as it relates to the storage, flow, and withdrawal of water from the Taylor Creek Reservoir, shall have no further force or effect upon recordation of this Easement Agreement. Grantor and Cocoa agree that nothing in this Easement Agreement is intended to further restrict any rights of Grantor as set forth in Section 6.2 of the 1993 Settlement Agreement. Further, Grantor agrees that nothing in this Easement Agreement is intended to further restrict or terminate any rights of Cocoa under the Pre-existing Judgment including its Production Facility Easement and Pipeline Route Easement, which shall remain in full force and effect. If requested by Grantor in writing, Cocoa agrees to reasonably cooperate with Grantor to execute and deliver such documentation as Grantor may reasonably request in order to further memorialize the termination and cancellation of the relevant portions of the Pre-existing Judgment related specifically to the storage, flow and withdrawal of water from Taylor Creek Reservoir for Cocoa's use. Provided however, Cocoa acknowledges and agrees that Grantor's rights under this Section 21 are not contingent upon the joinder by Cocoa to such notice of termination.

22. **ABANDONMENT.** If Cocoa willfully and voluntarily ceases to use all or a portion of the described lands encumbered by the Easements for the purposes described herein, Grantor may terminate this easement, in whole or in part, by filing a notice of termination in the public records of Orange and Osceola Counties, which notice, in the event of a partial termination of the Easements shall describe the portion of the Easements terminated thereby. In such event, Grantor agrees to provide Cocoa at least thirty (30) days prior written notice before filing said notice. Cocoa agrees to reasonably cooperate with Grantor to execute and deliver such documentation as Grantor may reasonably request in order to further memorialize the

termination of this Easement Agreement. Provided however, Cocoa acknowledges and agrees that Grantor's rights under this Section 22 are not contingent upon the joinder by Cocoa to such notice of termination.

23. CHANGE BY NATURAL CAUSE. Nothing contained in this Easement Agreement shall be construed to entitle Cocoa to bring any action against Grantor for any injury to or change in any improvements which may be constructed within the Easements resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm, disease, and earth movement, or from any limited action taken by Grantor under emergency condition as may be reasonably necessary to prevent, abate or mitigate significant injury to the lands described herein or to adjacent lands or to persons resulting from such causes.

24. THE "AS IS" FLOWAGE AND STORAGE EASEMENT AREA AND NO WARRANTY OF FITNESS OR SUITABILITY FOR USE. Cocoa acknowledges that the Flowage and Storage Easement Area is within the Taylor Creek Reservoir and that all of the structures and facilities creating the impounded water in the Taylor Creek Reservoir are under the ownership or control of either the U.S. Army Corps of Engineers or the St. Johns River Water Management District or their successor entities. As such, Cocoa acknowledges that the Flowage and Storage Easement Area is in an "as is" condition, and that Grantor makes no representations or warranties as to the suitability of this area for the purposes sought by Cocoa, nor representations or warranties as to the yield of water from the TCR, and that Grantor has no duty to maintain or manage this area in any way to achieve the purposes sought by Cocoa, beyond the rights and responsibilities set forth in Paragraph 5 above and the Settlement Agreement.

[Intentionally Left Blank and Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FARMLAND RESERVE, INC.
a Utah nonprofit corporation

(Signature)

(Print Name)

By: _____

Title: _____

(Signature)

(Print Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ as _____ of Farmland Reserve, Inc., a Utah nonprofit corporation, on its behalf. He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

Signed, sealed and delivered
in the presence of:

CITY OF COCOA, FLORIDA
a Florida municipal corporation,

(Signature)

By: _____
Henry U. Parrish III
Its: Mayor

(Print Name)

(Signature)

(Print Name)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Henry U. Parrish III, as Mayor of the City of Cocoa, Florida, a Florida municipal corporation, on its behalf. He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

APPROVED AS TO FORM:

Anthony A. Garganese
City Attorney

Exhibit A

Description of the Flowage and Storage Easement Area

All of the land that falls on or below the 46' (NGVD 29 vertical datum) contour line in the following sections:

T24S R33E

-SE/4 of Section 36

T24S R34E

-S/2 of Section 30

-Section 31

-All of the W/2 of Section 32 west of the L-73 dike

T25S R33E

-E/2, and SW/4 of Section 1

-E/2, and SW/4 of Section 2

-NE/4 of Section 10

-E/2, and NW/4 of Section 11

-Section 12

-Section 13

-E/2 of Section 14

-SE/4 of Section 22

-Section 23

-W/2, and NE/4 of Section 24

-NW/4 of Section 25

T25S R34E

-All of Section 5 west of the L-73 dike

-Section 6

-Section 7

-All of Section 8 west of the L-73 dike

-All of Section 9 west of the L-73 dike

-All of Section 16 west of the L-73 dike

-W/2 of Section 17

-Section 18

-N/2 of Section 19

-E/2 of Section 20

-All of the W/2 of Section 21 west of the L-73 dike

-All of the W/2 of Section 28 west of the L-73 dike

-N/2, and all of the SE/4 of Section 29 west of the L-73 dike

-SE/4 of Section 30

As the 46' (NGVD 29 vertical datum) contour line is shown below:



Exhibit B

Description of the Intake Structures Easement Areas **(Taken from 1993 Settlement Documents)**

A parcel of land in Section 32, Township 24 South, Range 34 East, Orange County, Florida, being more particularly described as follows:

Commence at a 4 inch square concrete monument, being the Northeast corner of said Section 32; thence North 89 degrees 37 minutes 46 seconds West, 5340.89 feet along the North line of said Section 32, to a broken 6 inch square concrete monument, being the Northwest corner of said Section 32;

thence North 86 degrees 37 minutes 20 seconds West, 1786.16 feet; thence South 33 degrees 50 minutes 43 seconds East; 1249.34 feet; thence South 33 degrees 32 minutes 21 seconds East, 889.88 feet; thence South 33 degrees 29 minutes 12 or 11 seconds East, 1105.58 feet; thence South 33 degrees 29 minutes 10 seconds East, 1520.42 feet; thence South 12 degrees 42 minutes 36 seconds East, 1045.78 feet to the Point of Beginning;

thence South 00 degrees 00 minutes 02 seconds East, 1320.00 feet; thence North 89 degrees 59 minutes 58 second East, 1320.00 feet; thence North 00 degrees 00 minutes 02 seconds West, 1320.00 feet; thence South 89 degrees 59 minutes 58 seconds West, 1320.00 feet to the Point of Beginning.

The above described parcel contains 40.00 acres, more or less.

This instrument prepared by
and record and return to:

MEMORANDUM OF AGREEMENT

The following parties have entered into a certain unrecorded First Amendment to Taylor Creek Reservoir Settlement Agreement dated June 23, 1993 (First Amendment) between the City of Cocoa, a municipal corporation of the state of Florida (City) and FARMLAND RESERVE INC., a Utah non-profit corporation (FRI), as successor in interest to the CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS (COP). A Memorandum of Agreement as to the Taylor Creek Reservoir Settlement Agreement dated June 23, 1993 (Original Settlement) was recorded in Book 4618 Page 1652 of the Official Records of Orange County, Florida and Book 1143 Page 2191 of the Official Records of Osceola County, Florida.

The First Amendment modifies the Original Settlement and includes certain use restrictions and contractual rights that touch and concern real property located in Orange County, Florida and Osceola County, Florida, the approximate boundaries of which are shown on the map attached hereto as Exhibit A.

EXHIBIT B

Final Signature Version

1 IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their
2 duly authorized officers effective as of the day and year first above written.

3 Signed, sealed and delivered
in the presence of:

CITY OF COCOA, FLORIDA
a Florida municipal corporation,

(Signature)

By: _____

Henry U. Parrish III
Mayor

(Print Name)

(Signature)

(Print Name)

4
5 STATE OF FLORIDA
6 COUNTY OF _____

7
8 The foregoing instrument was acknowledged before me this ____ day of
9 _____, 2017, by Henry U. Parrish III, as Mayor of the City of Cocoa, Florida, a
10 Florida municipal corporation, on its behalf. He [] is personally known to me, or [] has
11 produced _____ as identification.
12
13
14

15 _____
Notary Public

16
17
18 APPROVED AS TO FORM:
19
20

21 _____
22 Anthony A. Garganese, Esq.
23 City Attorney
24

Final Signature Version

1 IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their
2 duly authorized officers effective as of the day and year first above written.
3

Signed, sealed and delivered
in the presence of:

FARMLAND RESERVE, INC.
a Utah nonprofit corporation

(Signature)

(Print Name)

By: _____

Don M. Sleight
Chief Executive Officer

(Signature)

(Print Name)

4
5 STATE OF _____
6 COUNTY OF _____
7

8 The foregoing instrument was acknowledged before me this ____ day of
9 _____, 2017, by Don M. Sleight as Chief Executive Officer of Farmland Reserve,
10 Inc., a Utah nonprofit corporation, on its behalf. He [] is personally known to me, or [] has
11 produced _____ as identification.
12
13
14

Notary Public

15
16
17
18 APPROVED AS TO FORM:
19
20

21
22 _____
Eric T. Olsen, Esq.
23 Counsel
24

Final Signature Version

Exhibit A

TCR Watershed in the following section/township/ranges and as shown below

Orange County

T24S R33E

-SE/4 of Section 36

T24S R34E

-S/2 of Section 30

-Section 31

-All of the W/2 of Section 32 west of the L-73 dike

Osceola County

T25S R33E

-E/2, and SW/4 of Section 1

-E/2, and SW/4 of Section 2

-NE/4 of Section 10

-E/2, and NW/4 of Section 11

-Section 12

-Section 13

-E/2 of Section 14

-SE/4 of Section 22

-Section 23

-W/2, and NE/4 of Section 24

-NW/4 of Section 25

T25S R34E

-All of Section 5 west of the L-73 dike

-Section 6

-Section 7

-All of Section 8 west of the L-73 dike

-All of Section 9 west of the L-73 dike

-All of Section 16 west of the L-73 dike

-W/2 of Section 17

-Section 18

-N/2 of Section 19

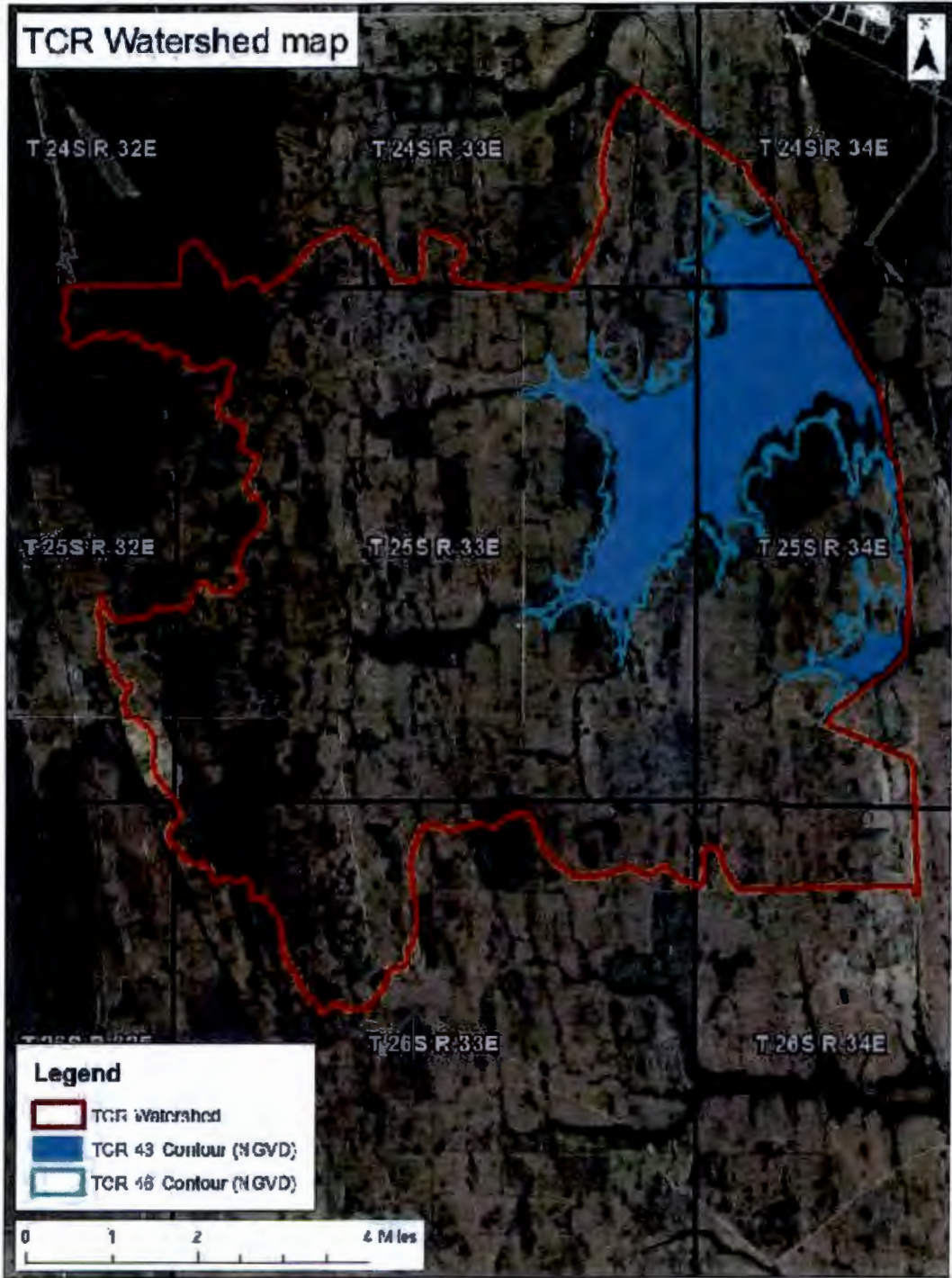
-E/2 of Section 20

-All of the W/2 of Section 21 west of the L-73 dike

-All of the W/2 of Section 28 west of the L-73 dike

-N/2, and all of the SE/4 of Section 29 west of the L-73 dike

-SE/4 of Section 30



1
2
3

Final Signature Version

- 1 As well as the land within the Restricted Area (as defined in the Original Settlement) that is
- 2 approximately north and east of the TCR Watershed boundary to the City's Dyal Water
- 3 Treatment Plant which is located in Section 20, Township 24 South, Range 34 East in Orange
- 4 County, Florida. Said lands are located within Sections 20, 29, and 32, Township 24 South,
- 5 Range 34 East in Orange County, Florida.
- 6

EXHIBIT B
Flowage Easement Litigation Settlement Agreement

SETTLEMENT AGREEMENT FOR JOINT VOLUNTARY DISMISSAL

This Settlement Agreement for Joint Voluntary Dismissal ("Agreement"), is made and entered into this ____ day of _____, 20__, by and between the St. Johns River Water Management District ("District"), whose mailing address is 4049 Reid Street, Palatka, FL 32177, and Farmland Reserve, Inc., a foreign not-for-profit corporation authorized to conduct its business in the State of Florida, with its principal office at 79 S. Main Street, Suite 1100, Salt Lake City, Utah 84111 ("FRI").

RECITALS

WHEREAS, the District is the successor in interest to certain easements from FRI's predecessor in title, Deseret Farms of Florida, Inc., pursuant to which the District and the United States Army Corps of Engineers previously constructed a reservoir commonly known as the Taylor Creek Reservoir ("Reservoir") located on real estate owned by FRI in Orange County and Osceola County, Florida; and

WHEREAS, those easements are more particularly described as follows: (1) Flowage and Storage Easement dated February 16, 1967, recorded in Official Records Book 1622, page 671, Orange County, Florida; (2) Flowage and Storage Easement dated March 11, 1969 recorded in Official Records Book 202, page 747, Osceola County, Florida; (3) Right of Way and Floodway Easement dated February 16, 1967, recorded in Official Records Book 1622, page 663, Orange County, Florida, superseded in whole or in part by Right of Way and Floodway Easement dated March 11, 1969, recorded in Official Records Book 1947, page 1022, Orange County, Florida, and (4) Right of Way and Floodway Easement dated March 11, 1969, recorded in Official Records Book 202, page 716, Osceola County, Florida (the "Easements"); and

WHEREAS, a dispute has arisen between the parties as to the scope of the Easements with respect to the District's alleged rights under these Easements to use the Reservoir to store and release water to public or private utilities for public supply, industrial, and other purposes as more particularly set forth in the District's First Amended Complaint for Declaratory Relief ("FAC"); and

WHEREAS, as a result of said dispute regarding the Easements there is currently pending in the Circuit Court of the Ninth Judicial Circuit of Florida a lawsuit involving the FAC, and a Counterclaim filed by FRI regarding the Easements and other rights alleged by FRI, all filed in Case No. 2009-CA-21687-0 (the "Lawsuit"); and

WHEREAS, FRI has executed several agreements with public and private public water supply utilities desirous of utilizing the Reservoir to store and release water for public supply, industrial, agricultural and other purposes which agreements are listed on Exhibit A to this Agreement (the "TCR/SJR Project Agreements"); and

WHEREAS, among the TCR/SJR Project Agreements, the District has executed the Drainage, Flowage and Storage Easement Agreement for Public Water Supply and the TCR/SJR Project Land Trust Agreement to reflect certain rights the District has as set forth in those documents; and

WHEREAS, the parties acknowledge that the District is not a party to most of the TCR/SJR Project Agreements and is not bound by the proposed provisions in any of the agreements it is not a party to, particularly with respect to the issuance of consumptive use permits pursuant to chapter 373, Florida Statutes; and

WHEREAS, the parties acknowledge that the District has reviewed or is aware of the aforementioned agreements and is either supportive of or does not object to said agreements;

and

WHEREAS, the District has received written requests from the City of Cocoa, Orange County, Orlando Utilities Commission, East Central Florida Services, Inc., and Tohopekaliga Water Authority that SJRWMD dismiss the Lawsuit with said dismissal to occur within 60 days after execution of the TCR/SJR Project Agreements and the grant by FRI of an easement to the City of Cocoa and a Public Water Supply Easement In Trust to Cocoa, even though the dismissal will occur before all of those entities have irrevocably committed to all phases of the TCR/SJR Project; and

WHEREAS, in light of the foregoing, the parties are desirous of stipulating to a voluntary dismissal of the District's FAC and FRI's Counterclaim in the Lawsuit, further evidenced by a proposed Joint Stipulation for Voluntary Dismissal With Prejudice and proposed Stipulated Final Judgment.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, receipt of which is hereby acknowledged, the parties, intending to be mutually bound, hereby agree as follows:

1. The above recitals are true and correct and are hereby incorporated into this Agreement as legally binding provisions.
2. This Agreement shall be effective on the date of execution by the last party to execute this Agreement, which date shall be entered above ("Effective Date").
3. No later than 60 business days after the Effective Date and the grant by FRI of the Drainage Flowage and Storage Easement Agreement for Public Water Supply to Cocoa and the Drainage, Flowage and Storage Easement Agreement for Public Water Supply, whichever date occurs last, the parties shall sign and file the Joint Stipulation for Voluntary Dismissal, With

Prejudice, in the form attached hereto as Exhibit "B" provided that FRI has recorded in the public records the aforementioned Drainage, Flowage and Storage Easement Agreement for Public Water Supply and provided a copy of the recorded document to the District. Within 5 business days of filing the foregoing Joint Stipulation, the parties shall present to the Court for entry the Stipulated Final Judgment in the form attached hereto as Exhibit "C".

4. The District shall not, in the future, raise or assert in any judicial forum any of the claims or requests for relief set forth in the FAC against FRI or its successors or assigns.

5. FRI shall not, in the future, raise or assert in any judicial forum any of the counterclaims for relief set forth in the Counterclaim against the District or its successors or assigns.

6. This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties.

7. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County, Florida; and (2) each party shall bear its own attorney's fees and costs, including appeals.

8. Each party shall bear its own costs and attorney's fees with regard to the Lawsuit.

9. This Agreement is binding upon the parties, their successors and assigns.

10. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise; not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

IN WITNESS WHEREOF, the District has caused to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and FRI has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives.

**Signed, sealed and delivered
in the presence of:**

**ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT**

Print Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Print Name: _____

ATTEST:

By: _____

Title: William Abrams, General Counsel

Approved as to form and content:

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing Settlement Agreement for Joint Voluntary Dismissal was acknowledged before me
this _____ day of _____, 20____, by _____ of
the St. Johns River Water Management District, who is personally known to me.

(NOTARY SEAL)

NOTARY PUBLIC

State of Florida at Large

Print name:

My Commission expires:

Final Signature Version

Signed, sealed and delivered
in the presence of:

FARMLAND RESERVE, INC.,
a foreign not-for-profit corporation

Print Name: _____

By: _____
Don M. Sleight
Chief Executive Officer

By: _____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing Settlement Agreement for Joint Voluntary Dismissal was acknowledged before me
this ____ day of _____, 20__, by _____, _____ of
Farmland Reserve, Inc., who is personally known to me.

(NOTARY SEAL)

NOTARY PUBLIC
State of _____ at Large
Print name: _____
My Commission expires: _____

EXHIBIT "A"

LIST OF TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT
AGREEMENTS

1. TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT TRANSMISSION
LINE AGREEMENT.
2. TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT
PERMITTING AGREEMENT.
3. TAYLOR CREEK RESERVOIR/ST JOHNS RIVER WATER SUPPLY PROJECT GENERAL
IMPLEMENTATION AGREEMENT.
4. TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT WHOLESALE
WATER SUPPLY CONTRACT.
5. DRAINAGE, FLOWAGE AND STORAGE EASEMENT AGREEMENT FOR PUBLIC WATER
SUPPLY.
6. TCR/SJR PROJECT LAND TRUST AGREEMENT.

EXHIBIT "B"

IN THE CIRCUIT COURT FOR THE NINTH
JUDICIAL CIRCUIT, ORANGE COUNTY, FLORIDA

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT,

Plaintiff/Counter-defendant,

CASE NO. 2009-CA-21687-0

Division: 43

v.

FARMLAND RESERVE, INC., a
not-for-profit Utah Corporation,

Complex Business
Litigation Court

Defendant/Counter-plaintiff.

_____/

**JOINT STIPULATION FOR VOLUNTARY DISMISSAL,
WITH PREJUDICE**

The Plaintiff/counter-defendant, St. Johns River Water Management District ("District"), and Defendant/counter-plaintiff, Farmland Reserve, Inc., ("Farmland"), through their undersigned counsel, and pursuant to Fla.R.Civ.P. 1.420(a)(1), hereby jointly stipulate to the following:

1. The District hereby voluntarily dismisses, with prejudice, its First Amended Complaint, filed on October 28, 2011.
2. Farmland hereby voluntarily dismisses, with prejudice, its Counterclaim to the District's First Amended Complaint, filed on February 6, 2012.

3. Each party agrees that it shall bear its own costs and attorney's fees for all proceedings in the above-styled cause.

4. The parties request the Court to enter the Stipulated Final Judgment, in the form attached hereto.

By: _____
William Abrams
Florida Bar No. 0159735
babrams@sjrwmd.com
4049 Reid Street
Palatka, Florida 32177
Tel: (386) 329-4568
Fax: (386) 329-4485

DATED: _____

and

Sherry G. Sutphen
Florida Bar No. 399681
ssutphen@bellroperlaw.com
Co-Counsel for District
Bell & Roper, P.A.
2707 E. Jefferson Street
Orlando, FL 32803
Tel: (407) 897-5150

Attorneys for St. Johns River Water
Management District

By: _____

Scott J. Johnson

Florida Bar No. 0181496

scott.johnson@hklaw.com

Suzanne E. Gilbert

Florida Bar No. 0094048

suzanne.gilbert@hklaw.com

Min K. Cho

Florida Bar No. 754431

min.cho@hklaw.com

HOLLAND & KNIGHT LLP 200

South Orange Avenue, Suite 2600

Orlando, FL 32801

Tel: (407) 244-1120

Fax: (407) 244-5288

DATED: _____

and

Eric T. Olsen

Florida Bar No. 823120

erico@hhgslaw.com

Co-Counsel for Farmland

HOPPING, GREEN & SAMS, P.A.

119 S. Monroe Street, Suite 300

Tallahassee, FL 32301

P.O. Box 6526

Tallahassee, FL 32314-6526

Telephone: (850) 222-7500

Facsimile: (850) 224-8551

Attorneys for Farmland Reserve, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on _____, 20__, I
electronically filed the foregoing Stipulation for Voluntary Dismissal, With
Prejudice, with the Orange County Clerk of the Court by using the CM/ECF
system, which will send a notice of electronic filing to all counsel of record.

/s/Scott J. Johnson

Scott J. Johnson

EXHIBIT "C"

IN THE CIRCUIT COURT OF THE NINTH
JUDICIAL CIRCUIT, ORANGE COUNTY, FLORIDA

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT,

Plaintiff/Counter-defendants,

CASE NO. 2009-CA-21689-O
Division: 43

v.

FARMLAND RESERVE, INC., a
Not-for-profit Utah Corporation,

Complex Business
Litigation Court

Defendant/Counter-plaintiff.

_____ /

STIPULATED FINAL JUDGMENT

This cause coming before the Court upon the Joint Stipulation for Voluntary Dismissal, With Prejudice ("Joint Stipulation") signed on behalf of the parties, and the Court having reviewed the Joint Stipulation, and finding it in proper form, and having heard statement of counsel, and otherwise being duly informed, ORDERS and ADJUDGES that:

This Stipulated Final Judgment ("Final Judgment") is hereby entered. Pursuant to this Final Judgment, the Plaintiff's First Amended Complaint filed on October 28, 2011, and Defendant's Counterclaim filed on February 6, 2012, are hereby dismissed with prejudice, with each party to bear its own attorney's fees and costs for all proceedings in this cause.

DONE and ORDERED in Chambers at Orlando, Orange County,
Florida, this ____ day of _____, 2017.

Julie H. O’Kane, Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a conformed copy of the foregoing Stipulated Final Judgment has been furnished by e-mail delivery, this _____ day of _____, 2017, to:

William Abrams
babrams@sjrwmd.com
4049 Reid Street
Palatka, Florida 32177

Sherry G. Sutphen
ssutphen@bellroperlaw.com
Co-Counsel for District
Bell & Roper, P.A.
2707 E. Jefferson Street
Orlando, FL 32803

Scott J. Johnson
scott.johnson@hklaw.com
Suzanne E. Gilbert
suzanne.gilbert@hklaw.com
Min K. Cho
min.cho@hklaw.com
HOLLAND & KNIGHT LLP
200 South Orange Avenue, Suite 2600
Orlando, FL 32801

Eric T. Olsen
erico@hhgslaw.com
HOPPING, GREEN & SAMS, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, FL 32301
P.O. Box 6526
Tallahassee, FL 32314-6526

Judicial Assistant/Attorney




EXHIBIT C
TCR Waters

TCR Waters Map

SJR Northern Extent:
State Road 50



Legend

-  TCR Watershed
-  TCR 43' Contour (NGVD)
-  TCR 46' Contour (NGVD)

10

Miles

SJR Southern Extent:
NW/4 of the NW/4 of
Section 7 of T30S R36E

EXHIBIT D
TCR/SJR Easement in Trust

This space reserved for use by the
Clerk of the Circuit Court

This Instrument Prepared by:

Jason E. Merritt, Esq.
Hopping Green & Sams, P.A.
Post Office Box 6526
Tallahassee, Florida 32314

**DRAINAGE, FLOWAGE AND STORAGE EASEMENT AGREEMENT
FOR PUBLIC WATER SUPPLY**

This Drainage, Flowage and Storage Easement Agreement for Public Water Supply
("Easement Agreement") is made and entered into this _____ day of _____,
2017 (the "Effective Date"), by and between:

Farmland Reserve, Inc., a Utah nonprofit corporation, whose address is 79
South Main Street, Suite 1000, Salt Lake City, Utah 84111-1945 ("**Grantor**");
and

The City of Cocoa, Florida, a Florida municipal corporation ("**Cocoa**"), whose
address is 65 Stone Street, Cocoa, Florida 32922, as Trustee of the TCR/SJR
Project Land Trust Agreement dated _____, 2017 (in such capacity,
"**Trustee**"), and as project administrator of the public water supply portion of the
TCR/SJR Project in accordance with that certain Taylor Creek Reservoir/St. John
River Water Supply Project General Implementation Agreement among the City
of Cocoa, East Central Florida Services, Inc., Orange County, Orlando Utilities
Commission, Tohopekaliga Water Authority, and Farmland Reserve, Inc., dated
_____, 2017 (in such capacity, "**Project Administrator**").

WITNESSETH

WHEREAS, Grantor is the owner in fee simple in and to certain lands located in Orange
County and Osceola County, Florida, which lands are situated beneath a surface water reservoir
commonly known as the Taylor Creek Reservoir; and

WHEREAS, Cocoa is a Florida municipal corporation and the operator of a potable water
utility; and

WHEREAS, Cocoa together with Orange County, Orlando Utilities Commission, Tohopekalliga Water Authority, and East Central Florida Services, Inc. (collectively, the “**Water Suppliers**”) are parties to that certain Taylor Creek Reservoir/St. John River Water Supply Project General Implementation Agreement among the City of Cocoa, East Central Florida Services, Inc., Orange County, Orlando Utilities Commission, Tohopekalliga Water Authority, and Farmland Reserve, Inc., dated _____, 2017 (the “**General Implementation Agreement**”), a notice of agreement of which has been recorded in the public records of Orange County as Instrument No. _____, and in the public records of Osceola County in Official Records Book _____, Page _____; and

WHEREAS, the General Implementation Agreement and the agreements attached thereto or referenced therein contemplate the development of the TCR/SJR Project (as said term is defined in the General Implementation Agreement) as an alternative water supply project which, among other things, contemplates the discharge of water from the St. Johns River into the Taylor Creek Reservoir for storage and subsequent withdrawal from the Taylor Creek Reservoir for public water supply purposes; and

WHEREAS, performance of the General Implementation Agreement and the agreements attached thereto or referenced therein requires the grant of a drainage, flowage and storage easement over the lands more particularly described on **Exhibit “A”** attached hereto and by this reference incorporated herein located beneath the Taylor Creek Reservoir (the “**Flowage and Storage Easement Area**”) allowing the discharge of water from the St. Johns River into such lands; the impoundment, drainage, flowage and storage of water over such lands within the Taylor Creek Reservoir; as well as the removal of water from such lands within the Taylor Creek Reservoir; all for public water supply purposes (the “**Flowage and Storage Easement**”); and

WHEREAS, performance of the General Implementation Agreement and the agreements attached thereto or referenced therein further requires the grant of certain easements upon certain lands owned by Grantor described in **Exhibit “B”** (the “**Intake/Outfall Structures Easement Area**”) for the construction, installation, repair, reconstruction, use and maintenance of certain water withdrawal and discharge facilities including, but not limited to, intake structures, outfall structures, pipes, lines, mains, pumps, valves, and associated infrastructure and equipment (the “**Intake/Outfall Structures**”) as may be necessary for the discharge of water from the St. Johns River into the Taylor Creek Reservoir as well as the withdrawal of water from the Taylor Creek Reservoir for public water supply use (the “**Intake/Outfall Structures Easement**” and together with the Flowage and Storage Easement, the “**Easements**”); and

WHEREAS, the Water Suppliers have, or will enter into, amongst themselves certain wholesale water supply contracts providing for the sale by Cocoa of water withdrawn from Taylor Creek Reservoir to the Water Suppliers other than Cocoa (individually, a “**Wholesale Water Supply Contract**” and collectively, the “**Wholesale Water Supply Contracts**”); and

WHEREAS, the terms of the General Implementation Agreement and the agreements attached thereto or referenced therein contemplate that Cocoa will hold the Easements, in trust, the benefit of all of the Water Suppliers in perpetuity or, in the event of a TCR/SJR Project (as defined in the General Implementation Agreement), for the benefit of the St. Johns River

Management District (the “**District**”) for a 20 year period while alternate participants in the TCR/SJR Project are attempted to be identified, and to that end, the Water Suppliers, joined by District, have entered into that certain TCR/SJR Land Trust Agreement dated _____, 2017 (the “**Trust Agreement**”); and

WHEREAS, it is the intent of Cocoa in entering into this Easement Agreement that the rights granted to Cocoa hereunder are held by Cocoa in trust for the benefit of all of the Water Suppliers, and for the District in the event of a TCR/SJR Project Failure, subject to and in accordance with the provisions of the General Implementation Agreement (including the agreements attached thereto or referenced therein) and the Trust Agreement; and

WHEREAS, it is further the intent of Cocoa in entering into this Easement Agreement that the responsibilities to be performed by Cocoa hereunder are to be performed by Cocoa not in its capacity as Trustee but in its capacity as Project Administrator on behalf of all of the Water Suppliers subject to and in accordance with the provisions of the General Implementation Agreement (including the agreements attached thereto or referenced therein) and the Trust Agreement; and

WHEREAS, Grantor desires to grant to Cocoa, in trust, the Easements on the terms and conditions more particularly contained herein.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **GRANT OF FLOWAGE AND STORAGE EASEMENT IN TRUST.** Grantor hereby grants to Cocoa, in trust for the benefit of the beneficiaries of the Trust Agreement pursuant to the terms of the General Implementation Agreement (including the agreements attached thereto or referenced therein) and the Trust Agreement, its successors, and assigns, in perpetuity, the Flowage and Storage Easement, to have and to hold the same subject however to the terms and conditions of this Easement Agreement. The rights granted under the Flowage and Storage Easement shall include the right of access over, upon, under, and across the Flowage and Storage Easement Area for such purposes as may be necessary for the Taylor Creek Reservoir to be utilized for the public water supply portion of the TCR/SJR Project under the General Implementation Agreement, the agreements attached thereto or referenced therein, and the Wholesale Water Supply Contracts.

3. **GRANT OF INTAKE/OUTFALL STRUCTURES EASEMENT.** Grantor hereby grants to Cocoa, in trust for the benefit of the beneficiaries of the Trust Agreement pursuant to the terms of the General Implementation Agreement (including the agreements attached thereto or referenced therein) and the Trust Agreement, its successors, and assigns, in perpetuity, the Intake/Outfall Structures Easement, to have and to hold the same subject however to the terms conditions of this Easement Agreement. The rights granted under the Intake/Outfall Structures

Easement shall include the right of access over, upon, under, and across the Intake/Outfall Structures Easement Area for the purpose of construction, installation, repair, reconstruction, replacement, restoration, use, operation, and maintenance of such Intake/Outfall Structures as be necessary to effectuate the General Implementation Agreement, the agreements attached thereto or referenced therein, and the Wholesale Water Supply Contracts.

4. POWERS OF COCOA. Full power and authority is conferred upon Cocoa to protect, to conserve, to sell, to lease, to encumber, or otherwise manage and dispose of the Easements in accordance with the terms of the Trust Agreement and the General Implementation Agreement (including the agreements attached thereto or referenced therein). It is the intent of Grantor and Cocoa that Cocoa shall be vested with full power to deal with the Easements to the fullest extent permitted by section 689.073, Florida Statutes, and no person dealing with Cocoa with respect to the Easements shall be under any duty to inquire as to the authority of Cocoa regarding the same.

5. USE OF EASEMENT. Cocoa shall exercise the rights granted under this Easement Agreement in accordance with the provisions of the General Implementation Agreement (including the agreements attached thereto or referenced therein), the Wholesale Water Supply Contracts, its fiduciary responsibilities to the Trust Beneficiaries, and the Trust Agreement.

6. REMAINING RIGHTS AND INCONSISTENT USE. With the exception of the Pre-Existing Easement Agreements, as hereinafter defined, the Easements shall be exclusive for purposes of providing public water supply from the Taylor Creek Reservoir; however, as to any and all other purposes and uses not inconsistent with the purposes and uses of the Easements, the Easements shall be non-exclusive. Grantor reserves all rights accruing from its ownership of the lands encumbered by the Easements including the right to engage in or to permit or invite others to engage in all uses of these lands that are not expressly prohibited herein and are not inconsistent with the purposes of this Easement Agreement or the General Implementation Agreement (including the agreements attached thereto or referenced therein). Grantor agrees and covenants that it shall not grant or exercise any rights in the Flowage and Storage Easement Area or the Intake/Outfall Structures Easement Area inconsistent with, or which unreasonably interfere with, use and enjoyment of the Easements. Provided however, the foregoing shall not be deemed to prevent Grantor from utilizing or permitting others to utilize the Flowage and Storage Easement Area and/or the Taylor Creek Reservoir for recreational, agricultural, or livestock purposes. Further, the foregoing shall not be deemed to prohibit the storage, use or withdrawal of water from the Taylor Creek Reservoir by Grantor or East Central Florida Services, Inc., or successors or assigns of the same, for either agricultural or other purposes consistent with the General Implementation Agreement (including the agreements attached thereto or referenced therein), and pursuant to one or more consumptive use permits issued by the District, so long as consistent with the General Implementation Agreement (including the agreements attached thereto or referenced therein), or any successor to the District, regardless of whether said consumptive use permit is in effect as of the Effective Date or issued thereafter.

7. STORAGE FEE. Grantor and Cocoa acknowledge that the grant of the Easements pursuant to this Easement Agreement is made subject to and on the condition that Cocoa, in its capacity as Project Administrator, pays the annual storage fee payment to Grantor the amount and manner provided in the General Implementation Agreement (the "Annual

Fee Payment”). By its execution of this Easement Agreement, Grantor acknowledges receipt of all installments, if any, of the Annual Storage Fee Payment coming due prior to the Effective Date. With regard to installments of the Storage Fee coming due after the Effective Date, Cocoa, in its capacity as Project Administrator, acknowledges and ratifies its obligations to pay the same pursuant to the provisions of the General Implementation Agreement. The amount of the Annual Storage Fee Payment shall be subject to adjustment as is provided in the General Implementation Agreement. Any failure to pay the Annual Storage Fee Payment shall constitute an Event of Default under this Easement Agreement.

8. INDEMNIFICATION. To the extent allowed by law and subject to the terms of the General Implementation Agreement (including the agreements attached thereto or referenced therein), Cocoa agrees to indemnify and hold Grantor harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the exercise of the rights arising under this Easement Agreement by Cocoa, its agents, or employees or independent contractors. Provided however, Grantor agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of Cocoa’s limitations on liability set forth in section 768.28, Florida Statutes, and other law. Further, the foregoing indemnity shall not apply to damages, losses, or claims arising from negligence of Grantor. This paragraph shall survive the termination or cancellation of this Easement Agreement.

9. DEFAULT. The occurrence of any of the following shall constitute an “**Event of Default**” hereunder:

- A. Any failure to pay the Storage Fee in the amount and manner provided by the General Implementation Agreement.
- B. Cocoa’s failure to abide by, comply with or conform to any and all applicable laws, rules, statutes, regulations, judicial or administrative decisions, permits, approvals or other governmental actions pertaining to or regulating Cocoa’s activities under this Easement Agreement rendered by any local, state or federal governmental agency having the authority to regulate Cocoa’s actions or the exercise of Cocoa’s rights under this Easement Agreement.
- C. Cocoa otherwise fails to perform any other term or provision of this Easement Agreement.

10. DEFAULT AND REMEDY.

A. If any Party fails to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained or arising out of this Easement, such action is that Party’s “Default.” Upon the occurrence of a Default, the other Parties shall provide written notice identifying the of the default to the Defaulting Party. The other Parties may seek all remedies set forth herein against the Defaulting Party if that Default is not timely cured within thirty (30) after delivery of the written notice of the Default, unless such default is not capable of

being cured within thirty (30) days, in which case that Party must cure the default as soon as practicable.

B. If a Default is not cured within the appropriate cure period, the other Parties may individually or jointly seek specific performance arising from such Default.

11. ENFORCEMENT OF AGREEMENT. Should Cocoa, in its capacity as Project Administrator, fail to cure the Event of Default within the curative period then the Grantor shall be entitled to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance. In the event any Party hereto seeks to enforce the Easement by court proceedings or otherwise, then each party to such proceedings shall bear its own attorney's fees and in no event shall any such fees be recoverable from any other party to such proceedings.

12. No THIRD PARTY RIGHTS. This Easement Agreement is solely for the benefit of Grantor, Cocoa, the Water Suppliers other than Cocoa (subject, however, to the terms of the General Implementation Agreement, including the agreements attached thereto or referenced therein, and the Trust Agreement), and, in the event of a TCR/SJR Project Failure, the District in its capacity as standby beneficiary pursuant to Article XI of the Trust Agreement (the "**Benefitted Parties**"), and no right or cause of action shall accrue upon or by reason, to or for the benefit of any other third party not a formal party to this Easement Agreement. Further, notwithstanding the fact that Cocoa, one or more Water Suppliers, and the District are governmental entities, the parties hereto agree that nothing in this Easement Agreement is intended to confer any rights to the public at large. To that end, nothing in this Easement Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Benefitted Parties any use, right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions hereof. Prior to the occurrence of a TCR/SJR Project Failure, Cocoa, in its capacity as Project Administrator, shall be solely responsible for enforcing the rights arising hereunder against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair Cocoa's right, in its capacity as Project Administrator, to protect its rights from interference by a third party.

13. CONTROLLING LAW. This Easement Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida, without giving effect to any choice of law rules thereof which may direct the application of laws of another jurisdiction.

14. PUBLIC RECORDS. Grantor understands and agrees that all documents of any kind provided to Cocoa in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

15. NOTICES. All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given with a copy also provided to all other Parties to this Agreement. A copy shall also be sent to the Party by email. All notices shall be delivered or sent to the Parties at their respective address shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties:

As to COCOA:	City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922
With copy to:	Utilities Director City of Cocoa 351 Shearer Boulevard Cocoa, Florida 32922 City Attorney City of Cocoa 65 Stone Street Cocoa, Florida 32922
As to ORANGE COUNTY:	County Administrator Orange County Government P.O. Box 1393 Orlando, Florida 32802
With copy to:	Utilities Director Orange County Utilities 9150 Curry Ford Road Orlando, Florida 32825 County Attorney Orange County Attorney's Office P.O. Box 1393 Orlando, Florida 32802
As to OUC:	General Manager & CEO Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
With copy to:	General Counsel Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
As to TWA:	Executive Director Tohopekalgia Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
With copy to:	General Counsel Tohopekalgia Water Authority 951 MLK Boulevard Kissimmee, Florida 34741

As to ECFS: Vice-President
4550 Deer Park Road
St. Cloud, Florida 34773

With a copy to: Hopping Green & Sams
P.O. Box 6526
Tallahassee, FL 32314

As to FRI: President
Farmland Reserve, Inc.
13754 Deseret Lane
St. Cloud, Florida 34773

With a copy to: Hopping Green & Sams
P.O. Box 6526
Tallahassee, FL 32314

16. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

17. BINDING EFFECT. This Easement Agreement and all of the provisions of this Easement Agreement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the property burdened by the Easements. In the event of Cocoa's resignation or replacement as Trustee under the Trust Agreement or as Project Administrator under the General Implementation Agreement, Cocoa may assign its applicable rights hereunder to any successor trustee or project administrator, as the case may be, to the extent necessary or appropriate.

18. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

19. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by all parties hereto.

20. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

21. NO PUBLIC ACCESS. This Easement Agreement does not grant any rights of access by the general public to the Flowage and Storage Easement Area or the Intake/Outfall Structures Easement Area. This Easement Agreement grants access only to Cocoa, in its capacity as Project Administrator, its employees and agents, and only for the specific purpose of carrying out the obligations and duties under this Easement Agreement, the General Implementation Agreement (including the agreements attached thereto or referenced therein), the Wholesale Water Supply Contract, and the Joint Permitting Agreement.

22. RELATIONSHIP TO PRIOR EASEMENTS IN FAVOR OF THE DISTRICT. Grantor represents to Cocoa that the existence of the following easements: (1) Flowage and Storage Easement dated February 16, 1967, recorded in Official Records Book 1622, page 671, Orange County, Florida; (2) Flowage and Storage Easement dated March 11, 1969 recorded in Official Records Book 202, page 747, Osceola County, Florida; (3) Right of Way and Floodway Easement dated February 16, 1967, recorded in Official Records Book 1622, page 663, Orange County, Florida, superseded in whole or in part by Right of Way and Floodway Easement dated March 11, 1969, recorded in Official Records Book 1947, page 1022, Orange County, Florida, and (4) Right of Way and Floodway Easement dated March 11, 1969, recorded in Official Records Book 202, page 716, Osceola County, Florida do not impair or limit in any way the ability of Grantor to grant Cocoa the Easements or to otherwise enter into this Easement Agreement. The District, by its joinder hereto, acknowledges and consents to the terms and conditions of this Easement Agreement. The District represents to Cocoa that the District's rights under these aforementioned easements do not impair or limit in any way the ability of Cocoa, in its capacity as Project Administrator, to exercise its rights under this Easement Agreement. The District also represents to Cocoa that the District will take no actions pursuant to the aforementioned easements that will in any way impair or limit Cocoa, in its capacity as Project Administrator, from exercising rights under, or otherwise acting pursuant to, this Easement Agreement. The District and Grantor do not intend for this Easement Agreement to modify or change any of the provisions of the aforementioned easements. Cocoa acknowledges to Grantor and the District the existence of these aforementioned easements, and Cocoa, in its capacity as Project Administrator, understands that such easements will not limit its ability, as Project Administrator, to act pursuant to the terms of this Easement Agreement.

23. RELATIONSHIP TO PRIOR DRAINAGE, FLOWAGE, AND STORAGE EASEMENTS IN FAVOR OF COCOA. Grantor and Cocoa acknowledge the existence of certain easement agreements previously granted by Grantor over certain lands of Grantor in favor of Cocoa, including an easement over portions of the Taylor Creek Reservoir for Cocoa to store, flow and withdraw water for Cocoa's use outside of the TCR/SJR Project, which easement agreements predate the grant of this Easement Agreement (the "**Pre-existing Easement Agreements**"). Said Pre-existing Easement Agreements are recorded in the Official Records of Orange County at Book ____ and Page _____. Grantor and Cocoa agree that nothing contained in this Easement Agreement is intended to affect, modify, or impair the Pre-existing Easement Agreements and such Pre-existing Easement Agreements shall continue in full force, operation, and effect in accordance with their terms.

24. ABANDONMENT. If Cocoa or any successor trustee ceases to use all or a portion of the described lands encumbered by the Easements for the purposes described in the

General Implementation Agreement or, alternatively, if within twenty (20) years after the occurrence of a TCR/SJR Project Failure, Cocoa or its successor is not providing and selling to alternative entities who have assumed the roles of the Water Suppliers under the General Implementation Agreement, Grantor may terminate this easement, in whole or in part, by filing a notice of termination in the public records of Orange and Osceola Counties, which notice, in the event of a partial termination of the Easements, shall describe the portion of the Easements terminated thereby. In such event, Cocoa agrees to reasonably cooperate with Grantor to execute and deliver such documentation as Grantor may reasonably request in order to further the termination of this Easement Agreement. Provided however, Cocoa acknowledges and agrees that Grantor's rights under this Section 24 are not contingent upon the joinder by Cocoa any Benefitted Party to such notice of termination.

25. CHANGE BY NATURAL CAUSE. Nothing contained in this Easement Agreement shall be construed to entitle Cocoa or any other Benefitted Party to bring any action against Grantor for any injury to or change in any improvements which may be constructed within the Easements resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm, disease, and earth movement, or from any limited action taken by Grantor under emergency condition as may be reasonably necessary to prevent, abate or mitigate significant injury to the lands described herein or to adjacent lands or to persons resulting from such causes.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FARMLAND RESERVE, INC.
a Utah nonprofit corporation

(Signature)

(Print Name)

By: _____
Don M. Sleight
Chief Executive Officer

(Signature)

(Print Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Don M. Sleight as Chief Executive Officer of Farmland Reserve, Inc., a Utah nonprofit corporation, on its behalf. He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

APPROVED AS TO FORM:

Eric T. Olsen, Esq.
Counsel

Signed, sealed and delivered
in the presence of:

CITY OF COCOA, FLORIDA
a Florida municipal corporation, in its capacity as
Trustee and as Project Administrator

(Signature)

By: _____
Henry U. Parrish III
Mayor

Carie Shealy, MMC

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Henry U. Parrish III, as Mayor of the City of Cocoa, Florida, a Florida municipal corporation, on its behalf. He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

APPROVED AS TO FORM:

Anthony A. Garganese, Esq.
City Attorney

JOINDER AND CONSENT OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

The undersigned hereby joins and consents in the execution and delivery of this Easement Agreement for the purpose of acknowledging and agreeing to the provisions of Paragraph 22 hereof.

**ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT**

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A

Description of the Flowage and Storage Easement Area

All of the land that falls on or below the 46' (NGVD 29 vertical datum) contour line in the following sections:

T24S R33E

- SE/4 of Section 36

T24S R34E

- S/2 of Section 30
- Section 31
- All of the W/2 of Section 32 west of the L-73 dike

T25S R33E

- E/2, and SW/4 of Section 1
- E/2, and SW/4 of Section 2
- NE/4 of Section 10
- E/2, and NW/4 of Section 11
- Section 12
- Section 13
- E/2 of Section 14
- SE/4 of Section 22
- Section 23
- W/2, and NE/4 of Section 24
- NW/4 of Section 25

T25S R34E

- All of Section 5 west of the L-73 dike
- Section 6
- Section 7
- All of Section 8 west of the L-73 dike
- All of Section 9 west of the L-73 dike
- All of Section 16 west of the L-73 dike
- W/2 of Section 17
- Section 18
- N/2 of Section 19
- E/2 of Section 20
- All of the W/2 of Section 21 west of the L-73 dike
- All of the W/2 of Section 28 west of the L-73 dike
- N/2, and all of the SE/4 of Section 29 west of the L-73 dike
- SE/4 of Section 30

As the 46' (NGVD 29 vertical datum) contour line is shown below:

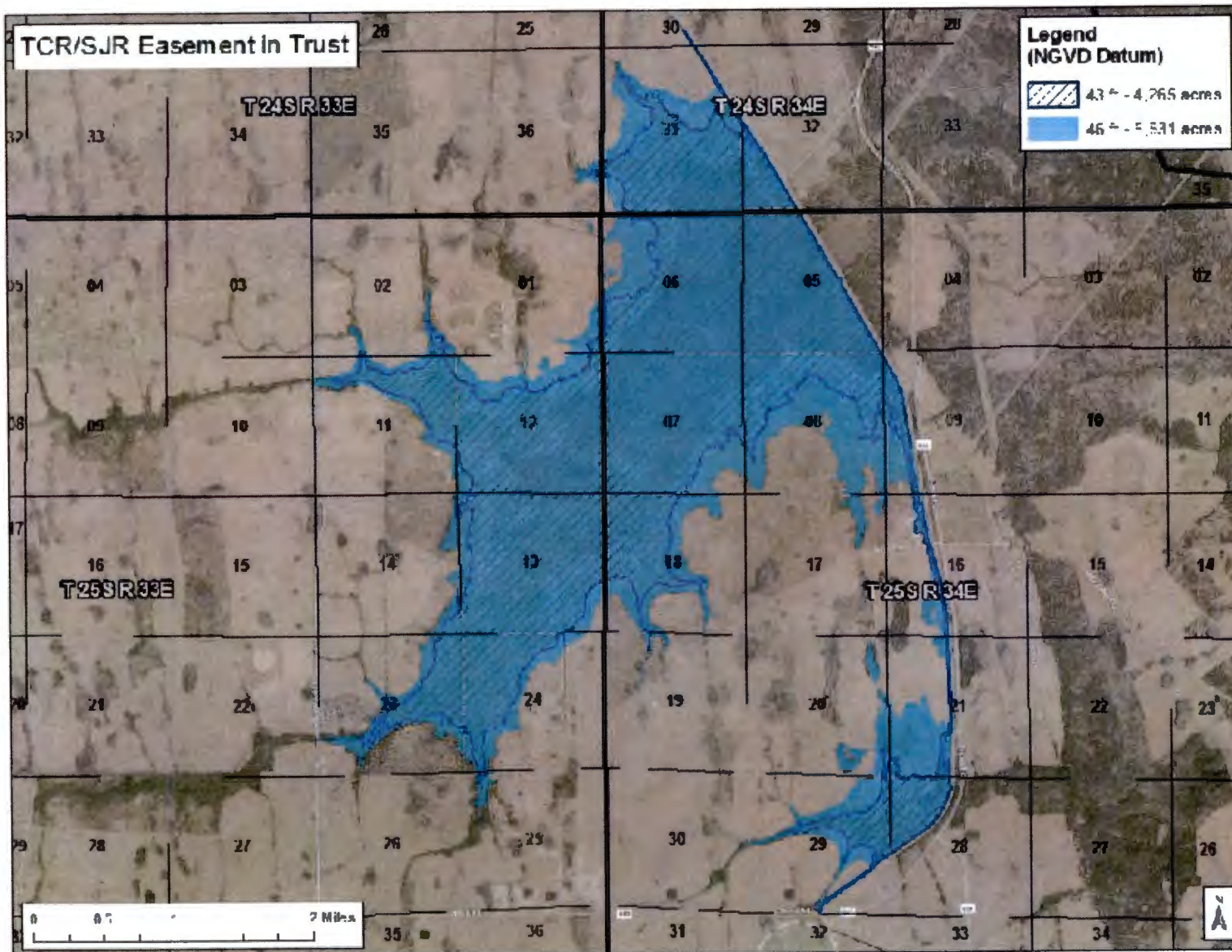


Exhibit B

Description of the Intake/Outfall Structures Easement Areas

A parcel of land in Section 32, Township 24 South, Range 34 East, Orange County, Florida, being more particularly described as follows:

Commence at a 4 inch square concrete monument, being the Northeast corner of said Section 32; thence North 89 degrees 37 minutes 46 seconds West, 5340.89 feet along the North line of said Section 32, to a broken 6 inch square concrete monument, being the Northwest corner of said Section 32;

thence North 86 degrees 37 minutes 20 seconds West, 1786.16 feet; thence South 33 degrees 50 minutes 43 seconds East, 1249.34 feet; thence South 33 degrees 32 minutes 21 seconds East, 889.88 feet; thence South 33 degrees 29 minutes 12 or 11 seconds East, 1105.58 feet; thence South 33 degrees 29 minutes 10 seconds East, 1520.42 feet; thence South 12 degrees 42 minutes 36 seconds East, 1045.78 feet to the Point of Beginning;

thence South 00 degrees 00 minutes 02 seconds East, 1320.00 feet; thence North 89 degrees 59 minutes 58 second East, 1320.00 feet; thence North 00 degrees 00 minutes 02 seconds West, 1320.00 feet; thence South 89 degrees 59 minutes 58 seconds West, 1320.00 feet to the Point of Beginning.

The above described parcel contains 40.00 acres, more or less.

EXHIBIT E

TCR/SJR Easement in Trust Agreement

TCR/SJR PROJECT LAND TRUST AGREEMENT

THIS TCR/SJR PROJECT LAND TRUST AGREEMENT ("Agreement") is made entered into this _____ day of _____, 2017 by and between:

CITY OF COCOA, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 32922 ("Trustee"); and

CITY OF COCOA, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 32922 (in its capacity as a Beneficiary hereunder, as opposed to Trustee, "Cocoa");

ORANGE COUNTY, a charter county and a political subdivision of the State of Florida, whose address is Post Office Box 1393, Orlando, Florida 32802 ("Orange County");

EAST CENTRAL FLORIDA SERVICES, INC., a Florida corporation, whose address is 4550 Deer Park Road, St. Cloud, Florida 34773 ("ECFS");

ORLANDO UTILITIES COMMISSION, a statutory commission within the government of the City of Orlando created by special act of the Florida Legislature, whose address is Reliable Plaza, 100 West Anderson Street, Orlando, Florida 32802 ("OUC");

TOHOPEKALIGA WATER AUTHORITY, a special district created by special act of the Florida Legislature, whose address is 951 MLK Boulevard, Kissimmee, Florida 34741 ("TWA" and collectively with Cocoa, Orange County, ECFS, and OUC, the "Beneficiaries" and singly, a "Beneficiary"); and

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a Florida public entity created under Chapter 373, Florida Statutes, whose address is Post Office Box 1429, Palatka, Florida 32178 ("SJRWMD").

BACKGROUND

WHEREAS, the Beneficiaries, together with Farmland Reserve, Inc., are parties to that certain Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement dated _____ (the "GIA") which, among other things, contemplates the development of the TCR/SJR Project which includes use of the Taylor Creek Reservoir (as such terms are more particularly identified and described in the GIA) as a regional public water supply source; and

WHEREAS, the GIA provides that, in connection with the development of the TCR/SJR Project as a regional public water supply source, Farmland Reserve, Inc., as the owner of the lands upon which the Taylor Creek Reservoir is situated, will grant a drainage, flowage and storage easement over a portion of the lands upon which the Taylor Creek Reservoir is located pursuant to an easement agreement the form of which is attached as Exhibit A to this Agreement (the "Easement"); and

WHEREAS, the GIA contemplates that Trustee, solely in its capacity as trustee, will hold title to the easements and other property interests created and established under the Easement in trust on behalf of and for the account of the Beneficiaries; and

WHEREAS, the Beneficiaries desire to appoint and authorize Trustee, subject to the terms and provisions of this Agreement, to take title to the property interests arising under the Easement; and

WHEREAS, the Beneficiaries acknowledge that pursuant to the provisions of the GIA that Cocoa, in its capacity as Project Administrator in accordance with the GIA and not in its capacity as trustee hereunder, has certain duties and responsibilities pertaining to the development of the TCR/SJR Project, as said term is used in the GIA, as more particularly provided therein and that such duties and responsibilities are separate and distinct from its responsibilities as Trustee hereunder;

WHEREAS, the GIA further provides that in the event of a TCR/SJR Project Failure, as defined in the GIA, SJRWMD and Cocoa shall have a period of up to twenty (20) years from the occurrence of a TCR/SJR Project Failure in order to identify alternate entities to participate in the TCR/SJR Project; and

WHEREAS, Trustee, the Beneficiaries, and SJRWMD desire to memorialize the rights of SJRWMD under this Agreement in the event of a TCR/SJR Project Failure.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Trustee, the Beneficiaries, and SJRWMD agree as follows:

ARTICLE I
Description of Property

By execution of this Agreement, the Beneficiaries hereby authorize and direct Trustee to execute the Easement and to accept title to the easements and other property interests arising therefrom. For purposes of this Agreement, the easements and other property interests arising from the Easement are hereinafter referred to as the “Property.”

ARTICLE II
Declaration of Trust

Trustee hereby acknowledges and declares that the Property will be held by Trustee, in trust, in accordance with the terms of this Agreement and section 689.071, Florida Statutes.

ARTICLE III
Nature of the Beneficiaries’ Interest in the Property

Trustee and the Beneficiaries agree that the Beneficiaries’ beneficial interest in the Property shall be owned in equal shares as tenants in common and shall consist solely of a power of direction to deal with title to the Property but only as provided herein and subject to the terms the GIA. The Beneficiaries’ interest in the Property arising hereunder shall be deemed to be real property and may be treated, assigned, and transferred as such, and will be so treated for all purposes. Provided however, each Beneficiary acknowledges that it shall have no power to

transfer its interest hereunder unless such Beneficiary shall have first complied with the of Section 11 of the GIA. Any attempted or purported transfer by any Beneficiary of its interest hereunder in the absence of compliance with the provisions of Section 11 of the GIA shall be and void and of no legal effect. Further, upon any Beneficiary's withdrawal from the GIA as permitted by the provisions of Section 10 of the GIA, such Beneficiary shall transfer its interest hereunder to the remaining Beneficiaries in equal shares. Provided however, should such Beneficiary's withdrawal trigger a TCR/SJR Project Failure, then such Beneficiary shall transfer its interest hereunder to SJRWMD. Should any withdrawing Beneficiary fail to transfer its interest as provided above following written demand from the Trustee, then such Beneficiary be deemed to have appointed the Trustee as its attorney-in-fact who shall be conclusively authorized to transfer such Beneficiary's interest to the remaining Beneficiaries or SJRWMD, as the case may be, in accordance with the previous sentences. In such event, the Trustee's right shall be deemed coupled with an interest and shall be irrevocable. Each Beneficiary specifically acknowledges that, at the time of Trustee's receipt of the Property, that such Beneficiary shall have, and each Beneficiary does hereby specifically disclaim any right, title, or interest in or to portion of the Property as such, either legal or equitable, but only the power of direction to deal with title to the Property, it being the intention of this instrument to vest the full legal and title to the Property in the Trustee subject to the terms hereof.

ARTICLE IV **Transfer of Beneficial Interest**

In addition to the restrictions on the transfer of beneficial interests under this Agreement as are set forth in Article III above, no transfers by any Beneficiary of its interest under this Agreement shall be binding on Trustee until the original or duplicate copy of the transfer, in the form as Trustee may reasonably approve, is delivered to Trustee and Trustee's written acceptance thereof is indicated. Any transfer not so delivered to Trustee shall be void as to all subsequent transferees or purchasers. Trustee may condition its acceptance of any such transfer upon the execution by the transferee under such transfer of a joinder or amendment to this Agreement acknowledging such transferee's consent to the terms hereof.

ARTICLE V
Advances by Trustee

The Beneficiaries acknowledge that Trustee shall have no obligation or authority hereunder to advance any money on account of Trustee's duties arising hereunder, and Trustee shall have no obligation to make any payment to any third party on account of or relating to the Property until the Beneficiaries shall have made provision therefor in a manner which is reasonably acceptable to the Beneficiaries and Trustee. Subject to the foregoing sentence, the Beneficiaries acknowledge that the GIA and the Easement require the payment of a fee to Farmland Reserve Inc., or its successors or assigns, referred to in the Easement as the "Annual Storage Fee Payment." Cocoa, in its capacity as Project Administrator in accordance with the GIA and not in its capacity as Trustee hereunder, shall be responsible for payment of the Annual Storage Fee Payment in the manner required by the Easement. Cocoa shall be entitled to be reimbursed for payment of the Storage Fee in the amounts and the manner as is provided in the GIA or as provided in the Wholesale Water Supply Contract(s) among the Beneficiaries and Cocoa.

ARTICLE VI
Third Party Reliance

No party dealing with Trustee in relation to the Property in any manner whatsoever shall be obliged to inquire into the necessity or expediency of, or authority for, any act of Trustee or as to the provisions of this instrument.

ARTICLE VII
Resignation/Removal and Replacement of Trustee

Trustee may resign at any time by sending a written notice of its intention to do so to the Beneficiaries at their respective addresses set forth in the introductory paragraph of this Agreement, or such other address as any Beneficiary may from time to time designate by written notice. In the event of the Trustee's resignation, a successor may be appointed by the Consensus said term is used in the GIA) of the Beneficiaries, whose appointment will be evidenced by a written acceptance executed by such successor trustee a copy of which shall be delivered to Trustee. Upon receipt of the successor trustee's notice of acceptance, Trustee shall convey the

Property to the successor trustee in trust and thereafter be released from any future obligations arising hereunder.

Should the Beneficiaries fail to appoint a successor trustee within sixty (60) days from the date that Trustee furnished the Beneficiaries with notice of its resignation, then either Trustee or any Beneficiary may apply to the Circuit Court in and for Orange County or Osceola County, Florida for appointment of a successor trustee or other appropriate relief.

The Trustee may be removed at any time by the Consensus (as defined in the GIA) of the Beneficiaries. Further, upon the occurrence of any breach of this Agreement or the Easement on the part of the Trustee or any breach of the GIA on the part of Cocoa (but only if Cocoa is then serving in the capacity as Trustee hereunder), then the Beneficiaries other than Cocoa may apply to the Circuit Court in and for Orange County or Osceola County, Florida for removal of the Trustee and for appointment of a successor trustee.

Every successor trustee appointed shall become fully vested with all the estate, properties, rights, powers, trusts, duties, and obligations of its predecessor.

ARTICLE VIII

Powers and Duties of Trustee

While the Trustee is the sole owner of the easement interest and any other property held it hereunder, and so far as third parties are concerned, has full power to deal with the easement interest and any other property held by it hereunder; it is understood and agreed by Trustee and Beneficiaries that Trustee will deal with the Property only when authorized to do so in writing by all of the Beneficiaries, and it will, on the written direction of all of the Beneficiaries deal with Property, or any part, and with the disposition of the proceeds from any disposition of the provided, however, that the Trustee solely in its capacity as Trustee shall not be required without its consent to enter into any personal obligation or liability in dealing with the Property or to be itself liable for any damages, costs, expenses, fines, or penalties on account thereof. Otherwise, Trustee shall not be required to inquire into the propriety or purpose of any direction received by Trustee from the Beneficiaries. Provided however, Trustee and the Beneficiaries acknowledge that Cocoa, in its capacity as Project Administrator in accordance with the GIA and not in its capacity as either Trustee or a Beneficiary hereunder, has the responsibility for implementation several phases of the TCR/SJR Project and that the performance of those responsibilities by

shall be conducted in its capacity as Project Administrator in accordance with the GIA and not as either Trustee or a Beneficiary hereunder. The Beneficiaries acknowledge and agree that the Easement and the GIA grant Cocoa sufficient authority in its capacity as Project Administrator in accordance with the GIA to accept such responsibilities and, subject to satisfaction of the provisions of the GIA, no further consent or approval shall be required under this Agreement in order for Cocoa in its capacity as Project Administrator in accordance with the GIA to carry out and perform those responsibilities.

Notwithstanding the foregoing or any provision to the contrary contained herein, it is the intent of Trustee and the Beneficiaries that the trust established by this Agreement qualify as a "Land Trust", as defined in the Florida Land Trust Act codified at section 689.071, Florida Statutes ("Act"). Accordingly, the powers and duties of the Trustee hereunder shall be coextensive with, but not broader than, those permitted trustees pursuant to the Act and any provision of this Agreement which provides or which can be construed as affording Trustee with greater powers or imposing upon Trustee additional duties beyond those permitted or provided by the Act shall be interpreted as furnishing Trustee with no greater powers or duties than permitted under the Act.

ARTICLE IX **Rights and Duties of Beneficiaries**

Subject to the terms and provisions of the GIA, the Beneficiaries shall have and retain (as otherwise expressly provided) the management of the Property and control of the making of disposition thereof, and the Beneficiaries shall be entitled to collect and handle the proceeds of disposition of the Property. The Trustee in its capacity as trustee hereunder shall not be called on to do anything with respect to the management or control of the Property, the payment of taxes assessments, insurance, litigation, or otherwise, except on written direction of all of the Beneficiaries as provided, and only after the payment to it of all money necessary to carry out the instructions. Notwithstanding the foregoing or any provision to the contrary contained herein, Beneficiaries acknowledge that Cocoa, in its capacity as Project Administrator in accordance the GIA, has been appointed and is authorized to manage, develop and otherwise deal with the Property on behalf of the Beneficiaries and in accordance with and subject to the terms of the Trustee and the Beneficiaries acknowledge that it is their mutual intent that the provisions of this

Agreement be interpreted in a manner so as to fully authorize Cocoa, in its capacity as Project Administrator in accordance with the GIA, to manage, develop and otherwise deal with the Property in all ways necessary to accomplish the intent and purpose of the GIA.

ARTICLE X
Appointment of Standby Beneficiary

SJRWMD shall serve as a standby beneficiary under this Agreement. In such capacity, SJRWMD shall have no rights hereunder until such time, if ever, that a TCR/SJR Project Failure should occur under the terms of the GIA and SJRWMD shall have received a transfer of beneficial interest hereunder in accordance with the provisions of Article III. Upon the occurrence of such events, then SJRWMD shall be deemed to (i) have been admitted as a beneficiary hereunder; (ii) have consented to the terms of this Agreement; and (iii) have such rights and duties as are afforded to and owed by any of the then existing Beneficiaries as provided by this Agreement and, specifically, Article IX above. Provided however, SJRWMD's admission as a beneficiary under this Agreement shall be for the limited purpose of identifying an alternate entity or entities to receive public water supply from the TCR/SJR Project under the terms and conditions set forth in the GIA for water suppliers, and nothing contained herein shall be deemed to make SJRWMD liable for any expenses or obligations arising under this Agreement, the Easement, the GIA, or any other document implementing the TCR/SJR Project in the absence of an express undertaking on the part of SJRWMD. In the event that SJRWMD and Cocoa identifies one or more alternate entities to receive public water from the TCR/SJR Project prior to the termination of this Agreement, then such alternate entities shall be deemed to have become beneficiaries under this Agreement upon delivery of a transfer of beneficial interest from SJRWMD in favor of such alternate water suppliers; which transfer shall be in writing executed by SJRWMD and the alternative entities and recorded in the public records of Orange and Osceola Counties.

ARTICLE XI
Termination of Trust

This trust shall continue until the earlier of (i) the termination of the Easement; or (ii) 5:00 on the date constituting the twenty year anniversary of the date of a TCR/SJR Project Failure as defined in the GIA. In the event of termination of this trust, the Trustee shall execute and deliver to Farmland Reserve, Inc., or its successor(s) in title to the Taylor Creek Reservoir, a quit claim

deed releasing and terminating any interest which the Trustee and the Beneficiaries, or as the case may be, may then possess in the Easement.

ARTICLE XII
Compensation of Trustee

Trustee acknowledges that Trustee shall be entitled to no compensation for its services hereunder as Trustee. Provided however, nothing contained herein shall be deemed to affect Cocoa's right, in its capacity as Project Administrator in accordance with the GIA, to collect any receipts or other sums which it may be due in accordance with the GIA or any agreement attached thereto or referenced therein to which it may be a party.

ARTICLE XIII
Binding on Successors

The terms and conditions of this Agreement shall inure to the benefit of and be binding on any successor to Trustee and on all successors in interest of the Beneficiaries.

ARTICLE XIV
Governing Law

This Agreement shall be construed and regulated and its validity and effect shall be determined by the laws of Florida as such laws may from time to time exist. Specifically, Trustee and the Beneficiaries declare that this Agreement is intended to be construed as a Land Trust under the Act and that thereafter the rights, duties and privileges of Trustee and the Beneficiaries hereunder shall be as provided in and subject to the provisions of the Act. As further clarification of the foregoing declaration of intent, Trustee and the Beneficiaries hereby agree that this Agreement and the trust created hereby shall not be subject to the provisions of Chapter 518, Florida Statutes, including but not limited to application of the "Prudent Investor Rule", nor shall the provisions of the Florida Uniform Principal and Income Act be applicable to this trust.

ARTICLE XV
Notice

All notices provided for in this Agreement must be in writing and be sufficient and to be given when sent by certified mail or registered mail, return receipt requested, and the notice

sent by certified mail or registered mail is received by the Party upon which notice is given. A shall also be sent to the Party by email. All notices shall be delivered or sent to the Parties at respective address shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties:

As to COCOA:	City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922
With copy to:	Utilities Director City of Cocoa 351 Shearer Boulevard Cocoa, Florida 32922 City Attorney City of Cocoa 65 Stone Street Cocoa, Florida 32922
As to ORANGE COUNTY:	County Administrator Orange County Government P.O. Box 1393 Orlando, Florida 32802
With copy to:	Utilities Director Orange County Utilities 9150 Curry Ford Road Orlando, Florida 32825 County Attorney Orange County Attorney's Office P.O. Box 1393 Orlando, Florida 32802
As to OUC:	General Manager & CEO Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
With copy to:	General Counsel Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
As to TWA:	Executive Director Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741

With copy to: General Counsel
Tohopekaliga Water Authority
951 MLK Boulevard
Kissimmee, Florida 34741

As to ECFS: Vice-President
4550 Deer Park Road
St. Cloud, Florida 34773

With a copy to: Hopping Green & Sams
P.O. Box 6526
Tallahassee, FL 32314

As to FRI: President
Farmland Reserve, Inc.
13754 Deseret Lane
St. Cloud, Florida 34773

With a copy to: Hopping Green & Sams
P.O. Box 6526
Tallahassee, FL 32314

ARTICLE XVI

Amendment, Modification or Termination of Agreement

This Agreement may be amended, revoked, or terminated only by a written agreement signed by the Trustee and each Beneficiary or their designees, provided that termination may result from the operation of Article XI of this Agreement.

ARTICLE XVII

Nonliability of Trustee

All obligations incurred by the Trustee hereunder shall be the obligations of the trust only, and shall not under any circumstances be the individual obligations of the Trustee. No Beneficiary shall have any authority to contract for or in the name of the Trustee, or to bind the Trustee personally, unless the Trustee shall first consent thereto in writing.

[Intentionally Blank]

TRUSTEE

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the City of Cocoa, Florida

CITY OF COCOA, a Florida municipal corporation

By: _____
Henry U. Parrish III
Mayor

ATTEST:

By: _____
Carie Shealy, MMC

APPROVED AS TO FORM:

Anthony A. Garganese, Esq.
City Attorney

BENEFICIARIES

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the City of Cocoa, Florida

CITY OF COCOA, a Florida municipal corporation

By: _____
Henry U. Parrish III
Mayor

ATTEST:

By: _____
Carie Shealy, MMC

APPROVED AS TO FORM:

Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Orange County, Florida

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Teresa Jacobs
County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by East Central Florida Services, Inc.

EAST CENTRAL FLORIDA SERVICES, INC.

By: _____
K. Erik Jacobsen
President

ATTEST:

By: _____

APPROVED AS TO FORM:

Eric T. Olsen, Esq.
Counsel

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Orlando Utilities Commission.

ATTEST:

ORLANDO UTILITIES COMMISSION

Print Name

By: _____
Kenneth P. Ksionek,
General Manager & CEO

Approved as to form and legality,
OUC Legal Department

By: _____

Date: _____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Tohopekaliga Water Authority.

TOHOPEKALIGA WATER AUTHORITY
an independent special district established and
created pursuant to Chapter 189, Florida Statutes,
by special act of the Florida Legislature

(SEAL)

By: _____
Tom E. White, Vice Chair
Board of Supervisors

Date: _____

ATTEST:

Clarence L. Thacker, Secretary
Board of Supervisors

JOINDER OF SJRWMD

St. Johns River Water Management District joins and consents in the execution of this Agreement for the purpose of acknowledging its rights and responsibilities as a standby beneficiary pursuant to the provisions of Article X.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT, a Florida
public entity created under Chapter 373,
Florida Statutes

By: _____

Printed Name: _____

As its: _____

Exhibits

Exhibit A – Form of Easement

EXHIBIT A

Form of Easement

This space reserved for use by the Clerk
of the Circuit Court

This Instrument Prepared by:

Jason E. Merritt, Esq.
Hopping Green & Sams, P.A.
Post Office Box 6526
Tallahassee, Florida 32314

**DRAINAGE, FLOWAGE AND STORAGE EASEMENT AGREEMENT
FOR PUBLIC WATER SUPPLY**

This Drainage, Flowage and Storage Easement Agreement for Public Water Supply (“**Easement Agreement**”) is made and entered into this _____ day of _____, 2017 (the “**Effective Date**”), by and between:

Farmland Reserve, Inc., a Utah nonprofit corporation, whose address is 79 South Main Street, Suite 1000, Salt Lake City, Utah 84111-1945 (“**Grantor**”);
and

The City of Cocoa, Florida, a Florida municipal corporation (“**Cocoa**”), whose address is 65 Stone Street, Cocoa, Florida 32922, as Trustee of the TCR/SJR Project Land Trust Agreement dated _____, 2017 (in such capacity, “**Trustee**”), and as project administrator of the public water supply portion of the TCR/SJR Project in accordance with that certain Taylor Creek Reservoir/St. John River Water Supply Project General Implementation Agreement among the City of Cocoa, East Central Florida Services, Inc., Orange County, Orlando Utilities Commission, Tohopekaliga Water Authority, and Farmland Reserve, Inc., dated _____, 2017 (in such capacity, “**Project Administrator**”).

WITNESSETH

WHEREAS, Grantor is the owner in fee simple in and to certain lands located in Orange County and Osceola County, Florida, which lands are situated beneath a surface water reservoir commonly known as the Taylor Creek Reservoir; and

WHEREAS, Cocoa is a Florida municipal corporation and the operator of a potable water utility; and

WHEREAS, Cocoa together with Orange County, Orlando Utilities Commission, Tohopekaliga Water Authority, and East Central Florida Services, Inc. (collectively, the “**Water Suppliers**”) are parties to that certain Taylor Creek Reservoir/St. John River Water Supply Project General Implementation Agreement among the City of Cocoa, East Central Florida

Services, Inc., Orange County, Orlando Utilities Commission, Tohopekaliga Water Authority, and Farmland Reserve, Inc., dated _____, 2017 (the “**General Implementation Agreement**”), a notice of agreement of which has been recorded in the public records of Orange County as Instrument No. _____, and in the public records of Osceola County in Official Records Book _____, Page _____; and

WHEREAS, the General Implementation Agreement and the agreements attached thereto or referenced therein contemplate the development of the TCR/SJR Project (as said term is defined in the General Implementation Agreement) as an alternative water supply project which, among other things, contemplates the discharge of water from the St. Johns River into the Taylor Creek Reservoir for storage and subsequent withdrawal from the Taylor Creek Reservoir for public water supply purposes; and

WHEREAS, performance of the General Implementation Agreement and the agreements attached thereto or referenced therein requires the grant of a drainage, flowage and storage easement over the lands more particularly described on **Exhibit “A”** attached hereto and by this reference incorporated herein located beneath the Taylor Creek Reservoir (the “**Flowage and Storage Easement Area**”) allowing the discharge of water from the St. Johns River into such lands; the impoundment, drainage, flowage and storage of water over such lands within the Taylor Creek Reservoir; as well as the removal of water from such lands within the Taylor Creek Reservoir; all for public water supply purposes (the “**Flowage and Storage Easement**”); and

WHEREAS, performance of the General Implementation Agreement and the agreements attached thereto or referenced therein further requires the grant of certain easements upon certain lands owned by Grantor described in **Exhibit “B”** (the “**Intake/Outfall Structures Easement Area**”) for the construction, installation, repair, reconstruction, use and maintenance of certain water withdrawal and discharge facilities including, but not limited to, intake structures, outfall structures, pipes, lines, mains, pumps, valves, and associated infrastructure and equipment (the “**Intake/Outfall Structures**”) as may be necessary for the discharge of water from the St. Johns River into the Taylor Creek Reservoir as well as the withdrawal of water from the Taylor Creek Reservoir for public water supply use (the “**Intake/Outfall Structures Easement**” and together with the Flowage and Storage Easement, the “**Easements**”); and

WHEREAS, the Water Suppliers have, or will enter into, amongst themselves certain wholesale water supply contracts providing for the sale by Cocoa of water withdrawn from Taylor Creek Reservoir to the Water Suppliers other than Cocoa (individually, a “**Wholesale Water Supply Contract**” and collectively, the “**Wholesale Water Supply Contracts**”); and

WHEREAS, the terms of the General Implementation Agreement and the agreements attached thereto or referenced therein contemplate that Cocoa will hold the Easements, in trust, for the benefit of all of the Water Suppliers in perpetuity or, in the event of a TCR/SJR Project Failure (as defined in the General Implementation Agreement), for the benefit of the St. Johns River Water Management District (the “**District**”) for a 20 year period while alternate participants in the TCR/SJR Project are attempted to be identified, and to that end, the Water Suppliers, joined by the District, have entered into that certain TCR/SJR Land Trust Agreement dated _____, 2017 (the “**Trust Agreement**”); and

WHEREAS, it is the intent of Cocoa in entering into this Easement Agreement that the rights granted to Cocoa hereunder are held by Cocoa in trust for the benefit of all of the Water Suppliers, and for the District in the event of a TCR/SJR Project Failure, subject to and in accordance with the provisions of the General Implementation Agreement (including the agreements attached thereto or referenced therein) and the Trust Agreement; and

WHEREAS, it is further the intent of Cocoa in entering into this Easement Agreement that the responsibilities to be performed by Cocoa hereunder are to be performed by Cocoa not in its capacity as Trustee but in its capacity as Project Administrator on behalf of all of the Water Suppliers subject to and in accordance with the provisions of the General Implementation Agreement (including the agreements attached thereto or referenced therein) and the Trust Agreement; and

WHEREAS, Grantor desires to grant to Cocoa, in trust, the Easements on the terms and conditions more particularly contained herein.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **GRANT OF FLOWAGE AND STORAGE EASEMENT IN TRUST.** Grantor hereby grants to Cocoa, in trust for the benefit of the beneficiaries of the Trust Agreement pursuant to the terms of the General Implementation Agreement (including the agreements attached thereto or referenced therein) and the Trust Agreement, its successors, and assigns, in perpetuity, the Flowage and Storage Easement, to have and to hold the same subject however to the terms and conditions of this Easement Agreement. The rights granted under the Flowage and Storage Easement shall include the right of access over, upon, under, and across the Flowage and Storage Easement Area for such purposes as may be necessary for the Taylor Creek Reservoir to be utilized for the public water supply portion of the TCR/SJR Project under the General Implementation Agreement, the agreements attached thereto or referenced therein, and the Wholesale Water Supply Contracts.

3. **GRANT OF INTAKE/OUTFALL STRUCTURES EASEMENT.** Grantor hereby grants to Cocoa, in trust for the benefit of the beneficiaries of the Trust Agreement pursuant to the terms of the General Implementation Agreement (including the agreements attached thereto or referenced therein) and the Trust Agreement, its successors, and assigns, in perpetuity, the Intake/Outfall Structures Easement, to have and to hold the same subject however to the terms and conditions of this Easement Agreement. The rights granted under the Intake/Outfall Structures Easement shall include the right of access over, upon, under, and across the Intake/Outfall Structures Easement Area for the purpose of construction, installation, repair, reconstruction, replacement, restoration, use, operation, and maintenance of such Intake/Outfall

Structures as may be necessary to effectuate the General Implementation Agreement, the agreements attached thereto or referenced therein, and the Wholesale Water Supply Contracts.

4. **POWERS OF COCOA.** Full power and authority is conferred upon Cocoa to protect, to conserve, to sell, to lease, to encumber, or otherwise manage and dispose of the Easements in accordance with the terms of the Trust Agreement and the General Implementation Agreement (including the agreements attached thereto or referenced therein). It is the intent of Grantor and Cocoa that Cocoa shall be vested with full power to deal with the Easements to the fullest extent permitted by section 689.073, Florida Statutes, and no person dealing with Cocoa with respect to the Easements shall be under any duty to inquire as to the authority of Cocoa regarding the same.

5. **USE OF EASEMENT.** Cocoa shall exercise the rights granted under this Easement Agreement in accordance with the provisions of the General Implementation Agreement (including the agreements attached thereto or referenced therein), the Wholesale Water Supply Contracts, its fiduciary responsibilities to the Trust Beneficiaries, and the Trust Agreement.

6. **REMAINING RIGHTS AND INCONSISTENT USE.** With the exception of the Pre-Existing Easement Agreements, as hereinafter defined, the Easements shall be exclusive for purposes of providing public water supply from the Taylor Creek Reservoir; however, as to any and all other purposes and uses not inconsistent with the purposes and uses of the Easements, the Easements shall be non-exclusive. Grantor reserves all rights accruing from its ownership of the lands encumbered by the Easements including the right to engage in or to permit or invite others to engage in all uses of these lands that are not expressly prohibited herein and are not inconsistent with the purposes of this Easement Agreement or the General Implementation Agreement (including the agreements attached thereto or referenced therein). Grantor agrees and covenants that it shall not grant or exercise any rights in the Flowage and Storage Easement Area or the Intake/Outfall Structures Easement Area inconsistent with, or which unreasonably interfere with, use and enjoyment of the Easements. Provided however, the foregoing shall not be deemed to prevent Grantor from utilizing or permitting others to utilize the Flowage and Storage Easement Area and/or the Taylor Creek Reservoir for recreational, agricultural, or livestock purposes. Further, the foregoing shall not be deemed to prohibit the storage, use or withdrawal of water from the Taylor Creek Reservoir by Grantor or East Central Florida Services, Inc., or successors or assigns of the same, for either agricultural or other purposes consistent with the General Implementation Agreement (including the agreements attached thereto or referenced therein), and pursuant to one or more consumptive use permits issued by the District, so long as consistent with the General Implementation Agreement (including the agreements attached thereto or referenced therein), or any successor to the District, regardless of whether said consumptive use permit is in effect as of the Effective Date or issued thereafter.

7. **STORAGE FEE.** Grantor and Cocoa acknowledge that the grant of the Easements pursuant to this Easement Agreement is made subject to and on the condition that Cocoa, in its capacity as Project Administrator, pays the annual storage fee payment to Grantor in the amount and manner provided in the General Implementation Agreement (the "Annual Storage Fee Payment"). By its execution of this Easement Agreement, Grantor acknowledges receipt of all installments, if any, of the Annual Storage Fee Payment coming due prior to the

Effective Date. With regard to installments of the Storage Fee coming due after the Effective Date, Cocoa, in its capacity as Project Administrator, acknowledges and ratifies its obligations to pay the same pursuant to the provisions of the General Implementation Agreement. The amount of the Annual Storage Fee Payment shall be subject to adjustment as is provided in the General Implementation Agreement. Any failure to pay the Annual Storage Fee Payment shall constitute an Event of Default under this Easement Agreement.

8. INDEMNIFICATION. To the extent allowed by law and subject to the terms of the General Implementation Agreement (including the agreements attached thereto or referenced therein), Cocoa agrees to indemnify and hold Grantor harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the exercise of the rights arising under this Easement Agreement by Cocoa, its agents, or employees or independent contractors. Provided however, Grantor agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of Cocoa's limitations on liability set forth in section 768.28, Florida Statutes, and other law. Further, the foregoing indemnity shall not apply to damages, losses, or claims arising from negligence of Grantor. This paragraph shall survive the termination or cancellation of this Easement Agreement.

9. DEFAULT. The occurrence of any of the following shall constitute an "Event of Default" hereunder:

- A. Any failure to pay the Storage Fee in the amount and manner provided by the General Implementation Agreement.
- B. Cocoa's failure to abide by, comply with or conform to any and all applicable laws, rules, statutes, regulations, judicial or administrative decisions, permits, approvals or other governmental actions pertaining to or regulating Cocoa's activities under this Easement Agreement rendered by any local, state or federal governmental agency having the authority to regulate Cocoa's actions or the exercise of Cocoa's rights under this Easement Agreement.
- C. Cocoa otherwise fails to perform any other term or provision of this Easement Agreement.

10. DEFAULT AND REMEDY.

A. If any Party fails to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained or arising out of this Easement, such action is that Party's "Default." Upon the occurrence of a Default, the other Parties shall provide written notice identifying the nature of the default to the Defaulting Party. The other Parties may seek all remedies set forth herein against the Defaulting Party if that Default is not timely cured within thirty (30) days after delivery of the written notice of the Default, unless such default is not capable of being cured within thirty (30) days, in which case that Party must cure the default as soon as practicable.

B. If a Default is not cured within the appropriate cure period, the other Parties may individually or jointly seek specific performance arising from such Default.

11. ENFORCEMENT OF AGREEMENT. Should Cocoa, in its capacity as Project Administrator, fail to cure the Event of Default within the curative period then the Grantor shall be entitled to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance. In the event any Party hereto seeks to enforce the Easement by court proceedings or otherwise, then each party to such proceedings shall bear its own attorney's fees and in no event shall any such fees be recoverable from any other party to such proceedings.

12. No THIRD PARTY RIGHTS. This Easement Agreement is solely for the benefit of Grantor, Cocoa, the Water Suppliers other than Cocoa (subject, however, to the terms of the General Implementation Agreement, including the agreements attached thereto or referenced therein, and the Trust Agreement), and, in the event of a TCR/SJR Project Failure, the District in its capacity as standby beneficiary pursuant to Article XI of the Trust Agreement (the "**Benefitted Parties**"), and no right or cause of action shall accrue upon or by reason, to or for the benefit of any other third party not a formal party to this Easement Agreement. Further, notwithstanding the fact that Cocoa, one or more Water Suppliers, and the District are governmental entities, the parties hereto agree that nothing in this Easement Agreement is intended to confer any rights to the public at large. To that end, nothing in this Easement Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Benefitted Parties any use, right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions hereof. Prior to the occurrence of a TCR/SJR Project Failure, Cocoa, in its capacity as Project Administrator, shall be solely responsible for enforcing the rights arising hereunder against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair Cocoa's right, in its capacity as Project Administrator, to protect its rights from interference by a third party.

13. CONTROLLING LAW. This Easement Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida, without giving effect to any choice of law rules thereof which may direct the application of laws of another jurisdiction.

14. PUBLIC RECORDS. Grantor understands and agrees that all documents of any kind provided to Cocoa in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

15. NOTICES. All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given with a copy also provided to all other Parties to this Agreement. A copy shall also be sent to the Party by email. All notices shall be delivered or sent to the Parties at their respective address shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties:

As to COCOA:	City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922
With copy to:	Utilities Director City of Cocoa 351 Shearer Boulevard Cocoa, Florida 32922 City Attorney City of Cocoa 65 Stone Street Cocoa, Florida 32922
As to ORANGE COUNTY:	County Administrator Orange County Government P.O. Box 1393 Orlando, Florida 32802
With copy to:	Utilities Director Orange County Utilities 9150 Curry Ford Road Orlando, Florida 32825 County Attorney Orange County Attorney's Office P.O. Box 1393 Orlando, Florida 32802
As to OUC:	General Manager & CEO Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
With copy to:	General Counsel Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
As to TWA:	Executive Director Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
With copy to:	General Counsel Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741

As to ECFS: Vice-President
4550 Deer Park Road
St. Cloud, Florida 34773

With a copy to: Hopping Green & Sams
P.O. Box 6526
Tallahassee, FL 32314

As to FRI: President
Farmland Reserve, Inc.
13754 Deseret Lane
St. Cloud, Florida 34773

With a copy to: Hopping Green & Sams
P.O. Box 6526
Tallahassee, FL 32314

16. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

17. BINDING EFFECT. This Easement Agreement and all of the provisions of this Easement Agreement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the property burdened by the Easements. In the event of Cocoa's resignation or replacement as Trustee under the Trust Agreement or as Project Administrator under the General Implementation Agreement, Cocoa may assign its applicable rights hereunder to any successor trustee or project administrator, as the case may be, to the extent necessary or appropriate.

18. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

19. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by all parties hereto.

20. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

21. NO PUBLIC ACCESS. This Easement Agreement does not grant any rights of access by the general public to the Flowage and Storage Easement Area or the Intake/Outfall Structures Easement Area. This Easement Agreement grants access only to Cocoa, in its capacity as Project Administrator, its employees and agents, and only for the specific purpose of carrying out the obligations and duties under this Easement Agreement, the General Implementation Agreement (including the agreements attached thereto or referenced therein), the Wholesale Water Supply Contract, and the Joint Permitting Agreement.

22. RELATIONSHIP TO PRIOR EASEMENTS IN FAVOR OF THE DISTRICT. Grantor represents to Cocoa that the existence of the following easements: (1) Flowage and Storage Easement dated February 16, 1967, recorded in Official Records Book 1622, page 671, Orange County, Florida; (2) Flowage and Storage Easement dated March 11, 1969 recorded in Official Records Book 202, page 747, Osceola County, Florida; (3) Right of Way and Floodway Easement dated February 16, 1967, recorded in Official Records Book 1622, page 663, Orange County, Florida, superseded in whole or in part by Right of Way and Floodway Easement dated March 11, 1969, recorded in Official Records Book 1947, page 1022, Orange County, Florida, and (4) Right of Way and Floodway Easement dated March 11, 1969, recorded in Official Records Book 202, page 716, Osceola County, Florida do not impair or limit in any way the ability of Grantor to grant Cocoa the Easements or to otherwise enter into this Easement Agreement. The District, by its joinder hereto, acknowledges and consents to the terms and conditions of this Easement Agreement. The District represents to Cocoa that the District's rights under these aforementioned easements do not impair or limit in any way the ability of Cocoa, in its capacity as Project Administrator, to exercise its rights under this Easement Agreement. The District also represents to Cocoa that the District will take no actions pursuant to the aforementioned easements that will in any way impair or limit Cocoa, in its capacity as Project Administrator, from exercising rights under, or otherwise acting pursuant to, this Easement Agreement. The District and Grantor do not intend for this Easement Agreement to modify or change any of the provisions of the aforementioned easements. Cocoa acknowledges to Grantor and the District the existence of these aforementioned easements, and Cocoa, in its capacity as Project Administrator, understands that such easements will not limit its ability, as Project Administrator, to act pursuant to the terms of this Easement Agreement.

23. RELATIONSHIP TO PRIOR DRAINAGE, FLOWAGE, AND STORAGE EASEMENTS IN FAVOR OF COCOA. Grantor and Cocoa acknowledge the existence of certain easement agreements previously granted by Grantor over certain lands of Grantor in favor of Cocoa, including an easement over portions of the Taylor Creek Reservoir for Cocoa to store, flow and withdraw water for Cocoa's use outside of the TCR/SJR Project, which easement agreements predate the grant of this Easement Agreement (the "**Pre-existing Easement Agreements**"). Said Pre-existing Easement Agreements are recorded in the Official Records of Orange County at Book ____ and Page _____. Grantor and Cocoa agree that nothing contained in this Easement Agreement is intended to affect, modify, or impair the Pre-existing Easement Agreements and such Pre-existing Easement Agreements shall continue in full force, operation, and effect in accordance with their terms.

24. ABANDONMENT. If Cocoa or any successor trustee ceases to use all or a portion of the described lands encumbered by the Easements for the purposes described in the General Implementation Agreement or, alternatively, if within twenty (20) years after the

occurrence of a TCR/SJR Project Failure, Cocoa or its successor is not providing and selling water to alternative entities who have assumed the roles of the Water Suppliers under the General Implementation Agreement, Grantor may terminate this easement, in whole or in part, by filing a notice of termination in the public records of Orange and Osceola Counties, which notice, in the event of a partial termination of the Easements, shall describe the portion of the Easements terminated thereby. In such event, Cocoa agrees to reasonably cooperate with Grantor to execute and deliver such documentation as Grantor may reasonably request in order to further memorialize the termination of this Easement Agreement. Provided however, Cocoa acknowledges and agrees that Grantor's rights under this Section 24 are not contingent upon the joinder by Cocoa or any Benefitted Party to such notice of termination.

25. CHANGE BY NATURAL CAUSE. Nothing contained in this Easement Agreement shall be construed to entitle Cocoa or any other Benefitted Party to bring any action against Grantor for any injury to or change in any improvements which may be constructed within the Easements resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm, disease, and earth movement, or from any limited action taken by Grantor under emergency condition as may be reasonably necessary to prevent, abate or mitigate significant injury to the lands described herein or to adjacent lands or to persons resulting from such causes.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FARMLAND RESERVE, INC.
a Utah nonprofit corporation

(Signature)

By: _____
Don M. Sleight
Chief Executive Officer

(Print Name)

(Signature)

(Print Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Don M. Sleight as Chief Executive Officer of Farmland Reserve, Inc., a Utah nonprofit corporation, on its behalf. He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

APPROVED AS TO FORM:

Eric T. Olsen, Esq.
Counsel

Signed, sealed and delivered
in the presence of:

CITY OF COCOA, FLORIDA

a Florida municipal corporation, in its capacity as
Trustee and as Project Administrator

(Signature)

Carie Shealy, MMC

By:_____

Henry U. Parrish III
Mayor

(Signature)

(Print Name)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Henry U. Parrish III, as Mayor of the City of Cocoa, Florida, a Florida municipal corporation, on its behalf. He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

APPROVED AS TO FORM:

Anthony A. Garganese, Esq.
City Attorney

JOINDER AND CONSENT OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

The undersigned hereby joins and consents in the execution and delivery of this Easement Agreement for the purpose of acknowledging and agreeing to the provisions of Paragraph 22 hereof.

**ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT**

By:_____

Print Name:_____

Title:_____

Date:_____

Exhibit A

Description of the Flowage and Storage Easement Area

All of the land that falls on or below the 46' (NGVD 29 vertical datum) contour line in the following sections:

T24S R33E

-SE/4 of Section 36

T24S R34E

-S/2 of Section 30

-Section 31

-All of the W/2 of Section 32 west of the L-73 dike

T25S R33E

-E/2, and SW/4 of Section 1

-E/2, and SW/4 of Section 2

-NE/4 of Section 10

-E/2, and NW/4 of Section 11

-Section 12

-Section 13

-E/2 of Section 14

-SE/4 of Section 22

-Section 23

-W/2, and NE/4 of Section 24

-NW/4 of Section 25

T25S R34E

-All of Section 5 west of the L-73 dike

-Section 6

-Section 7

-All of Section 8 west of the L-73 dike

-All of Section 9 west of the L-73 dike

-All of Section 16 west of the L-73 dike

-W/2 of Section 17

-Section 18

-N/2 of Section 19

-E/2 of Section 20

-All of the W/2 of Section 21 west of the L-73 dike

-All of the W/2 of Section 28 west of the L-73 dike

-N/2, and all of the SE/4 of Section 29 west of the L-73 dike

-SE/4 of Section 30

As the 46' (NGVD 29 vertical datum) contour line is shown below:

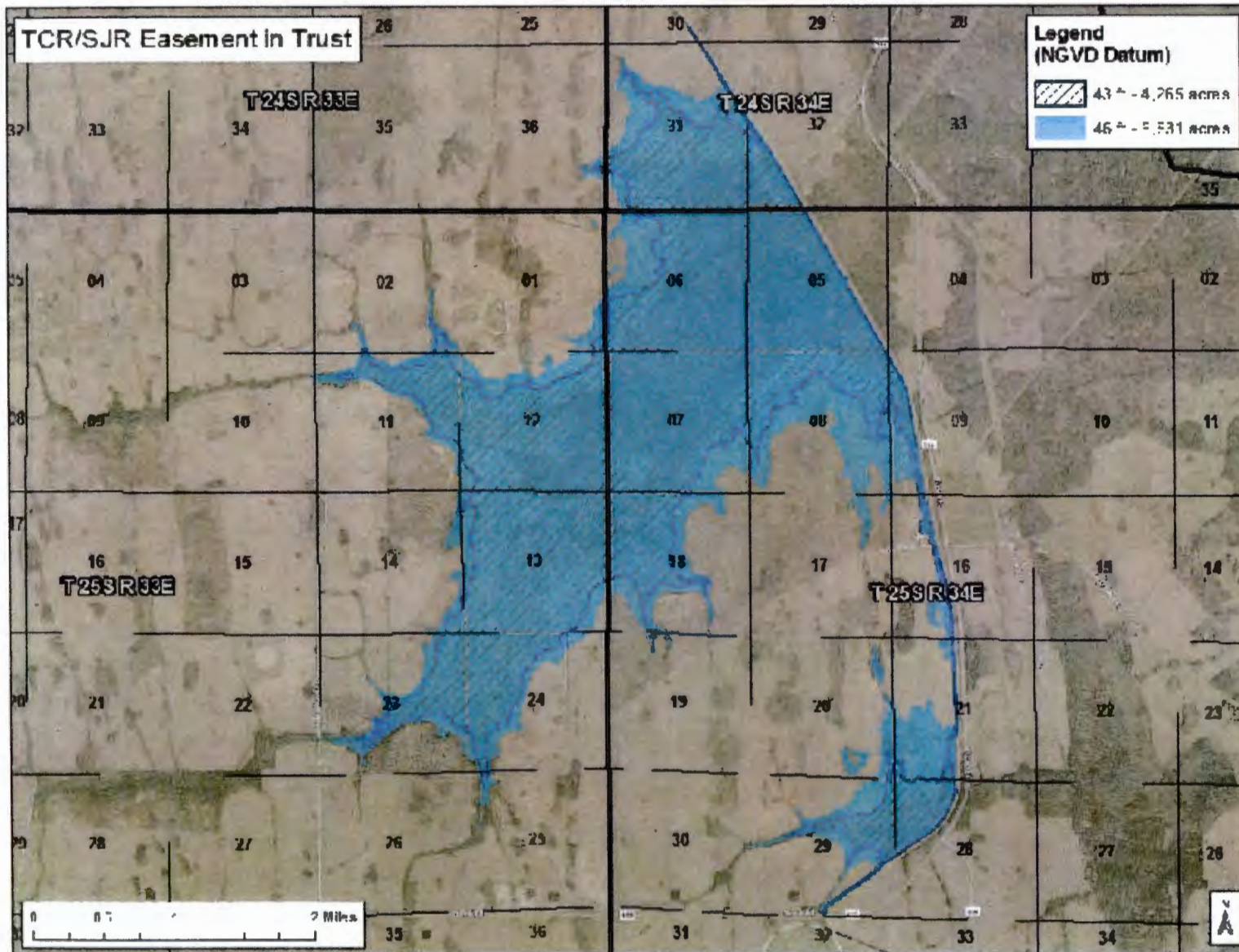


Exhibit B

Description of the Intake/Outfall Structures Easement Areas

A parcel of land in Section 32, Township 24 South, Range 34 East, Orange County, Florida, being more particularly described as follows:

Commence at a 4 inch square concrete monument, being the Northeast corner of said Section 32; thence North 89 degrees 37 minutes 46 seconds West, 5340.89 feet along the North line of said Section 32, to a broken 6 inch square concrete monument, being the Northwest corner of said Section 32;

thence North 86 degrees 37 minutes 20 seconds West, 1786.16 feet; thence South 33 degrees 50 minutes 43 seconds East, 1249.34 feet; thence South 33 degrees 32 minutes 21 seconds East, 889.88 feet; thence South 33 degrees 29 minutes 12 or 11 seconds East, 1105.58 feet; thence South 33 degrees 29 minutes 10 seconds East, 1520.42 feet; thence South 12 degrees 42 minutes 36 seconds East, 1045.78 feet to the Point of Beginning;

thence South 00 degrees 00 minutes 02 seconds East, 1320.00 feet; thence North 89 degrees 59 minutes 58 second East, 1320.00 feet; thence North 00 degrees 00 minutes 02 seconds West, 1320.00 feet; thence South 89 degrees 59 minutes 58 seconds West, 1320.00 feet to the Point of Beginning.

The above described parcel contains 40.00 acres, more or less.

EXHIBIT F

TCR/SJR Project Permitting Agreement

TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT

PERMITTING AGREEMENT

This **TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT PERMITTING AGREEMENT** (Agreement) is made and entered into this ____ day of _____, 2017 among the **CITY OF COCOA**, a Florida municipal corporation ("Cocoa"), **EAST CENTRAL FLORIDA SERVICES, INC.**, a Florida corporation, ("ECFS"), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("OCU"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature ("OUC"), **TOHOPEKALIGA WATER AUTHORITY**, a special district created by special act of the Florida Legislature ("TWA") and **FARMLAND RESERVE, INC.**, a Utah non-profit corporation ("FRI") (collectively the "Parties" including FRI and collectively the "Water Suppliers" excluding FRI).

1. **DEFINITIONS.** As used in this Agreement:

- 1.1 "404 Permit" means that permit issued by the United States Army Corps of Engineers pursuant to Section 404 of the Clean Water Act, Pub. L. No. 92-500, as amended, 33 U.S.C. Section 1251, et seq., as may be amended or modified from time to time.
- 1.2 "Additional TCR/SJR Quantity" means an additional estimated 23.67 MGD to 33.67 MGD long-term annual average that would be available from TCR for public water use by blending water from the SJR with water contained in TCR to increase the yield and reliability of TCR upon completion of the TCR Levee Improvements.
- 1.3 "Central Florida Water Initiative" or "CFWI" means a collaborative process involving the Department of Environmental Protection, SJRWMD, SFWMD, SWFWMD, the Department of Agriculture and Consumer Services, public water

supply utilities and other stakeholders, as further described in section 373.0465, Florida Statutes, as it may be amended from time to time.

- 1.4 “CFWI Area” means all of Orange, Osceola, Polk and Seminole Counties and southern Lake County, as further described in section 373.0465, Florida Statutes, as it may be amended from time to time.
- 1.5 “CFWI Plan” means the then existing Regional Water Supply Plan, approved pursuant to sections 373.0465 and 373.709, Florida Statutes, as they may be amended from time to time, by the SJRWMD, SFWMD and SWFWMD for the CFWI Area.
- 1.6 “Confidential Information” means any documents, communications or other information disclosed to one or more Parties by another Party in furtherance of the Parties’ common interest.
- 1.7 “Consensus” means, (a) when applied to the Procurement Committee, the unanimous consent of all the Procurement Committee Members present at a Procurement Committee meeting, which shall be recorded in the minutes of the Procurement Committee meeting and, (b) when applied to the Parties or the Water Suppliers, the unanimous consent of all the Parties or all of the Water Suppliers, which shall be recorded in a letter agreement executed by the director or executive officer of each Party or Water Supplier, if expressly required by the Agreement or, if requested by one or more Parties or Water Suppliers.
- 1.8 “CUP” means a consumptive use permit under chapter 373, Part II, Florida Statutes, as amended or modified from time to time.
- 1.9 “Dyal WTP” means that public water treatment facility, associated infrastructure, and real property rights owned by Cocoa and located off State Road 520 in east Orange County, as may be acquired, upgraded and expanded pursuant to the General Implementation Agreement or by Cocoa separately.

- 1.10 "Effective Date" means the date all the TCR/SJR Project Agreements are fully executed by the parties to each contract. Cocoa shall memorialize the Effective Date and shall provide a notice of the Effective Date to all the Parties.
- 1.11 "ERP" means an environmental resource permit under chapter 373, Part IV, Florida Statutes, amended or modified from time to time.
- 1.12 "Force Majeure Event" means an event not the fault of, and beyond the reasonable control of, the Party claiming excuse which makes it impossible or extremely impracticable for such Party to perform obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an "act of God" such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain Regional Permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or, (f) any other action by any third party that makes it impossible or extremely impracticable for a Party to perform its obligations under this Agreement.
- 1.13 "General Implementation Agreement" means Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement entered into by the Parties governing the overall development and operation of the TCR/SJR Project.
- 1.14 "MFL" means a minimum flow or minimum level or both established by a water management district or the Florida Department of Environmental Protection pursuant to section 373.042, Florida Statutes.

- 1.15 "MGD" means a flow rate measured as million gallons per day.
- 1.16 "NEPA" means the National Environmental Policy Act.
- 1.17 "NPDES Permit" means that permit issued under the National Pollutant Discharge Elimination System Program pursuant to Section 402 of the Clean Water Act, Pub. L. No. 92-500, as amended by 33 U.S.C. Sections 1251 et seq., by the Department of Environmental Protection pursuant section 403.0885, Florida Statutes, as amended or modified from time to time.
- 1.18 "Parties" mean OCU, OUC, ECFS, TWA, Cocoa, and FRI.
- 1.19 "Procurement Committee" means a committee consisting of the Project Manager and the Project Representatives appointed by the Water Suppliers pursuant to Section 5.2 for the sole purpose of selecting the technical consultant to implement the Scope of Work. Upon selection of the technical consultant, the Procurement Committee shall be dissolved.
- 1.20 "Procurement Committee Member" means the Project Manager or a Project Representative, when acting as a member of the Procurement Committee.
- 1.21 "Project Administrator" means Cocoa, who is designated under this Agreement, with overall responsibility for administering and implementing the Scope of Work.
- 1.22 "Project Manager" means the person or alternate designated by the Project Administrator to manage the Project Administrator's responsibilities under this Agreement.
- 1.23 "Project Representative" means the person or alternate, who is not a Procurement Committee Member or the Project Administrator, designated by each Water Supplier to work with the Project Manager regarding the management and implementation of the Scope of Work.

- 1.24 "Quorum" means, as applied to the Procurement Committee, at least three Procurement Committee Members and consistent with the applicable law.
- 1.25 "Regional Permits" means those state and federal permits and proprietary instruments required in order to confirm that the TCR/SJR Project is in fact capable of producing the Additional TCR/SJR Quantity and to authorize construction, operation and consumptive use of water from the TCR/SJR Project. These state and federal permits and proprietary instruments and the Water Supplier(s), who will be the permittee or holder of the proprietary instrument are more specifically identified in **Exhibit A** to this Agreement.
- 1.26 "Scope of Work" means the activities authorized under this Agreement, as specified in Section 4.
- 1.27 "SFWMD" means the South Florida Water Management District.
- 1.28 "SJR" means the St. Johns River.
- 1.29 "SJRWMD" means the St. Johns River Water Management District.
- 1.30 "SWFWMD" means the Southwest Florida Water Management District.
- 1.31 "TCR" or "Taylor Creek Reservoir" means the Taylor Creek Reservoir, an impoundment created by the construction of Levee 73 (L-73) and a water control structure (S-164) as part of the Upper St. Johns River Basin portion of the Central and Southern Florida Federal Control Project and, as of the Effective Date, impounds water on land in the upper portion of Taylor Creek and Cox Creek, tributaries of the SJR and located on lands in Orange and Osceola Counties, Florida.
- 1.32 "TCR Levee Improvements" means structural alterations to L-73 and associated infrastructure to allow the water level in the TCR to be raised above the regulation schedule in effect as of the Effective Date.

- 1.33 "TCR/SJR Project" means a regional alternative water supply project withdrawing surface water from TCR and, in the future, the SJR to augment TCR for public water supply and agricultural purposes as more specifically stated in the General Implementation Agreement.
- 1.34 "TCR/SJR Project Agreements" mean this Agreement, the General Implementation Agreement and those other agreements identified in Section 3.2 of the General Implementation Agreement.
- 1.35 "TCR/SJR Project Failure" shall have the same meaning as in the General Implementation Agreement.
- 1.36 "TEC" means the total estimated cost to complete the Scope of Work.
2. AUTHORITY. This Agreement is entered into by the Parties under the following the authorities:
- 2.1 **Cocoa**. Cocoa, a Florida municipal corporation, enters into this Agreement under the authority of its home rule powers, as well as sections 166.021 and 180.02, Florida Statutes and chapter 57-1232, Law of Florida.
- 2.2 **OCU**. OCU, a charter county, enters into this Agreement under the authority of its home rule powers, as well as sections 125.01(1)(k)1, 125.01(1)(p), 125.01(3)(a) and 153.03(6), Florida Statutes, which authorize counties to enter into agreements with other public agencies and private corporations to accomplish goals for providing water to their customers.
- 2.3. **OUC**. OUC, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature, enters into this Agreement under the authority of sections 6 and 9 of chapter 9861, Laws of Florida (1923), as amended.

- 2.4. **TWA.** TWA, an independent special district created by special act of the Florida Legislature, enters into this Agreement under the authority of section 10(1), chapter 2003-368, Laws of Florida.
- 2.5. **ECFS.** ECFS enters into this Agreement under the authority of its corporate charter.
- 2.6. **FRI.** FRI enters into this Agreement under the authority of its corporate charter.
3. **FINDINGS.** It is hereby ascertained, determined and declared that:
- 3.1 The TCR/SJR Project is anticipated to provide water for public water supply and agricultural purposes. The Additional TCR/SJR Quantity is anticipated to meet a portion of the future public water supply demands of the Water Suppliers.
- 3.2 The Additional TCR/SJR Quantity is anticipated to meet the applicable statutory mandates with respect to general infrastructure and public water supply related elements of the comprehensive plans applicable to the Water Suppliers, as well as provide economies of scale, protect the local and regional environment, and more efficiently use, preserve, address and protect valuable local and regional water resources and advance regional comprehensive planning.
4. **SCOPE OF WORK.** The Parties agree the activities generally authorized by this Agreement are set forth in the Scope of Work, as specified in **Exhibit B** to this Agreement. The Agreement does not include seeking Regional Permits to authorize the withdrawal of water from the TCR/SJR Project for a quantity greater than the Additional TCR/SJR Quantity. The TEC for the Scope of Work is Six Million (\$6,000,000.00) Dollars.
5. **ADMINISTRATION.**
- 5.1 Cocoa shall be the Project Administrator under the terms of this Agreement. No later than thirty (30) days from the Effective Date, Cocoa shall provide, in writing to the Water Suppliers, the name, address, phone numbers, fax numbers and email addresses of its Project Manager. Cocoa may change the Project Manager

at any time immediately by providing written notice to the other Water Suppliers.

- 5.2 No later than thirty (30) days from the Effective Date, Cocoa, OCU, OUC, TWA and ECFS shall each provide in writing to each other the name, addresses, phone numbers, fax numbers and email addresses of their Project Representative. The Project Representative for each Water Supplier may be changed at any time immediately upon written notice to the other Water Suppliers.
- 5.3 The Procurement Committee shall be formed upon identification of the Project Representatives by the Water Suppliers pursuant to Section 5.1 and shall consist of the Project Representatives and the Project Manager. The Procurement Committee shall have a Chair, who will be responsible for providing all required meeting notices, preparing meeting agendas and summaries, presiding at Procurement Committee meetings and otherwise ensuring that Committee Meetings comply with the open meeting requirements of section 286.011, Florida Statutes. Cocoa's Procurement Committee Member shall serve as the Chair. The Procurement Committee shall hold meetings on a schedule and at a location determined by the Procurement Committee, as needed to facilitate the Procurement Committee's authorized decision under Section 5.4, with an agenda the Committee chair will provide prior to each meeting. Special meetings of the Procurement Committee shall be called upon written notice from the Project Manager, or upon written notice by a majority of Procurement Committee members to the Project Manager requesting a special meeting. Meeting notice, including the time and location of the meeting, and the agenda for any Procurement Committee meeting shall be provided in writing to all Procurement Committee Members, except in case of an emergency meeting. A Quorum shall be required for all Committee meetings. The Committee Members may attend by means of telephonic communication or electronic communication media employing any form of electronic communication the Procurement Committee selects to use as

allowed by law for a board subject to the open meeting requirements of section 286.011, Florida Statutes, or successor provision. The Procurement Committee Chair shall be responsible for preparing meeting minutes.

5.4 The Procurement Committee shall convene no later than sixty (60) days from the Effective Date to develop a request for proposal for one or more technical consultants, which shall be consistent with the Scope of Work and the statutes, ordinances and rules governing procurement of consultants by Cocoa. The request for proposal(s) shall be completed no later than one hundred eighty (180) days from the Effective Date. The request for proposal shall be approved by Consensus of the Procurement Committee. Once the request for proposal is approved by the Procurement Committee, the Project Manager shall implement the procurement process according to the statutes, ordinances and rules governing procurement of consultants by Cocoa, with the exception that the Procurement Committee shall select the technical consultant and Cocoa shall be required to approve a contract with the technical consultant selected by the Procurement Committee. The technical consultant shall be selected by Consensus approval of the Procurement Committee. Once the technical consultant is selected, the Project Manager shall procure and contract with the technical consultant to implement the Scope of Work. The Project Administrator shall administer the contract(s) with the technical consultant. The Committee by Consensus may change any of the deadlines specified herein for procurement of technical consultant(s).

5.5. In discharging its responsibilities the Project Administrator shall, acting through its Project Manager:

5.5.1 Defend any challenge or protest filed with regards to procurement decisions made by Cocoa pursuant to this Agreement, including the retention of outside counsel to defend the action.

5.5.2 Prepare and execute contract(s) with technical consultant(s) selected pursuant to Section 5.4 and other professional(s).

- 5.5.3 Manage the activities of the technical consultant(s) and other professional(s) to assure that the contract requirements are met.
- 5.5.4 On a monthly basis, provide the Project Representatives a detailed report, including any necessary backup documentation required by the Water Suppliers as to the status of deliverables and expenditures, including project schedules and expenditures for the next month.
- 5.5.5 Manage the review of interim and final deliverables.
- 5.5.6 Coordinate with the Water Suppliers at a mutually agreed upon frequency.
- 5.5.7 Initiate and process funding requests to the Water Suppliers for implementation of the Scope of Work; provided such costs requests are cumulatively less than the TEC.
- 5.5.8 Receive and account for funds received from the Water Suppliers.
- 5.5.9 Process and pay invoices from consultants and other professionals.
- 5.5.10 Propose amendments to the Scope of Work or TEC for review and Consensus approval by the Water Suppliers.
- 5.5.11 Submit or modify applications for the Regional Permits upon Consensus approval of the Water Suppliers. Respond to requests for additional information or clarification from regulatory agencies and provide information as needed to finalize the Regional Permit applications and obtain the Regional Permits upon Consensus of the Water Suppliers. The Project Manager and the Project Representatives shall jointly develop the applications for the Regional Permits and any responses to requests for additional information or clarification from regulatory agencies. Upon Consensus approval of permit application information by the Water Suppliers, the Project Administrator shall have the authority to submit the same

on behalf of the other Water Suppliers and bind the other Water Suppliers to permit information and permit requirements. The Project Administrator shall not make a decision regarding the Regional Permits except upon Consensus approval of the Water Suppliers

5.5.12 Acquire real property interests, upon Consensus approval of the Water Suppliers, in the SJR intake, raw water transmission lines, the TCR discharge structure and the TCR intake structure as needed in order to prepare and process any application for a Regional Permit and obtain any Regional Permit. Any real property interests required from FRI shall be acquired according to the process provided for in the General Implementation Agreement.

5.5.13 Communicate with regulatory agencies and other interested persons and attend meetings as needed for implementation of the Scope of Work. Project Manager shall give the Project Representatives advance notice and the opportunity to attend any such meetings.

5.5.14 Negotiate the terms of any Regional Permit or permit conditions with the regulatory agencies jointly with the Project Representatives, subject to the Consensus approval of the Water Suppliers.

5.5.15 Defend any challenge or protest filed with regards to any Regional Permit sought by the Project Administrator pursuant to this Agreement in coordination with counsel for the Water Suppliers.

5.5.16 Undertake legal actions, other than as described in Sections 5.5.1 and 5.5.15, as necessary to further the work authorized under this Agreement with the Consensus approval of the Water Suppliers.

5.5.17 Within sixty (60) days after the expiration or termination of this Agreement, whichever is applicable, the Project Administrator shall provide OCU, OUC, TWA and ECFS with an accounting of the expenditures of

funds and shall reimburse to OCU, OUC, TWA and ECFS any unexpended funds contributed by each Water Supplier.

5.6 Amendments to the Scope of Work or the TEC are subject to Consensus approval of the Water Suppliers.

5.7 Prior to submission of a new or modified application for a Regional Permit, a response to a request for additional information or clarification from a regulatory agency, acceptance of a proposed Regional Permit or permit conditions or the initiation of legal action pursuant to Section 5.5.16, the Project Manager shall confer with the Project Representatives and obtain the Consensus approval of the Water Suppliers.

6. FUNDING OF WORK.

6.1 The TEC for the Scope of Work is Six Million (\$6,000,000) Dollars. The Water Suppliers agree to fund the TEC according to the cost share shown on the table set forth below. The amount of funding for each Water Supplier represents their expected share of the Additional TCR/SJR Quantity. Each Water Supplier's cost share amount of the TEC will be as follows:

Party	Percent	Cost Share Amount	Estimated Volume
Cocoa	6%	\$360,000	2.17 MGD
OCU	45%	\$2,700,000	15 MGD
OUC	15%	\$900,000	5 MGD
TWA	4%	\$240,000	1.5 MGD
ECFS	30%	\$1,800,000	10 MGD
Total	100%	\$6,000,000	33.67 MGD

6.2 All funds provided by the Water Suppliers shall be utilized exclusively for cost for any consultant or other professional retained by the Project Administrator on

behalf of the Water Suppliers and by Consensus of the Water Suppliers for costs incurred for work under this Agreement.

- 6.3 The Project Administrator shall invoice the Water Suppliers, when the Project Administrator incurs costs for work under this Agreement. The Water Suppliers shall make payments to the Project Administrator within sixty (60) days of receipt of an invoice from the Project Administrator. All payments made pursuant to this Agreement shall reference this Agreement.
- 6.4 The Project Manager and Project Representatives may decide to use information previously prepared by a consultant or entity employed by one or more Water Suppliers. In such case, the Water Supplier, who paid for such information shall be reimbursed or credited for the reasonable cost of such information pursuant to this Agreement by Consensus approval of the Water Suppliers.
- 6.5 Should some or all of the Water Suppliers receive funding for work authorized under this Agreement from any other local, state or federal funding source, said funds will be applied to the total cost specified in Section 6.1 to reduce the aggregate amount paid or to be paid by the Water Suppliers and each Water Supplier will either be reimbursed in proportion to the local, state or federal funding source applied to the total cost specified in Section 6.1 or have its remaining contribution balance reduced in proportion to the local, state or federal funding source applied to the total cost specified in Section 6.1.

7. DEVELOPMENT OF INFORMATION TO DEMONSTRATE NEED FOR WATER.

- 7.1 Each Water Supplier will gather and prepare information to support a demand or need for the Additional TCR/SJR Quantity for a requested CUP duration of fifty (50) years relevant to the Water Supplier's use of the Additional TCR/SJR Quantity. This information shall include consideration of conservation measures, reuse of reclaimed water and other factors typically taken into account by the SJRWMD in determining whether the criteria for issuance of a CUP have been

met. This information will be furnished to the Project Administrator. All costs of gathering, preparing and furnishing this information to the Project Manager and responding to questions raised by the SJRWMD regarding this information during the permit review process will be borne solely by the Water Supplier developing this information.

- 7.2 The Water Suppliers shall communicate with each other regarding their respective demand information and suggest to each other means by which such demand information could be improved, refined or made consistent to better support the permit application for the CUP to withdraw the Additional TCR/SJR Quantity or demonstrate compliance with the SJRWMD's applicable CUP criteria. However nothing in this Agreement shall be construed to authorize or empower a Water Supplier to oppose in any way demand information prepared or presented by another Water Supplier and no Water Supplier shall undertake any such opposition. This limitation includes providing adverse comments or information to the SJRWMD or information to the SJRWMD that attempts to counter the demand information of any other Water Supplier to this Agreement.

8. COOPERATION.

- 8.1 The Parties shall not submit any information to regulatory agencies that conflicts with information submitted by the Water Suppliers to the Project Manager pursuant to Section 7 or information submitted by the Project Manager on behalf of the Water Suppliers in support of any application for a Regional Permit.
- 8.2 As of the Effective Date, the SJRWMD has issued Cocoa CUP No. 2-095-50245-8 authorizing Cocoa to withdraw and use up to 8.83 MGD annual average from TCR. Cocoa owns, operates and maintains all facilities needed to withdraw up to 8.83 MGD annual average from TCR. The Parties acknowledge and agree that Cocoa CUP No. 2-095-50245-8 constitutes a presently existing legal use of water and therefore, Cocoa is not required to amend or modify CUP No. 2-095-50245-8 as part of its implementation of the TCR/SJR Project. Cocoa's withdrawal and use

of water from TCR pursuant to the authorization provided by CUP No. 2-095-50245-8 is not considered part of the TCR/SJR Project. The other Parties will respect and recognize Cocoa's right to use water from TCR pursuant to CUP No. 2-095-50245-8, and will take no action in implementing the TCR/SJR Project that interferes with or adversely affect Cocoa's right under CUP No. 2-095-50245-8. CUP No.2-095-50245-8 shall take priority over any future permits to withdraw water from TCR which may be issued in furtherance of this Agreement and the TCR/SJR Project so long as the conditions on withdrawals and the allocation of water granted under CUP 2-095-50245-8 is in existence on the Effective Date do not change unless pursuant to an amendment to this Agreement. Cocoa may seek to renew or modify CUP No. 2-095-50245-8 so long as Cocoa does not seek to increase its permitted allocation from TCR above the currently permitted 8.83 MGD annual average, or make other changes to CUP No. 2-095-50245-8 that would adversely affect the yield of the TCR/SJR Project, including ECFS' agricultural component.

- 8.3 It is understood by the Parties that as part of obtaining the Regional Permits for the TCR/SJR Project, it is necessary to show that the additional water withdrawn from TCR for the TCR/SJR Project will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2. The Water Suppliers agree not to seek any Regional Permits that in any way would undermine Cocoa's present non-interference rights for its usage of TCR. Accordingly, as part of any Regional Permit application, data submission or hearing of any kind for the implementation of the TCR/SJR Project, the Project Administrator on behalf of the Water Suppliers will only present data demonstrating that there will not be any interference with the presently permitted use of TCR by Cocoa, as specified in Section 8.2, based on the following additional two conditions being present: (a) the TCR Levee Improvements planned by the SJRWMD are completed; and, (b) the regulation schedule for TCR is modified by the U.S. Army Corps of Engineers so that the maximum standing pool elevation of TCR is maintained at 46 feet NGVD. This

provision is premised on the continued existence of this Agreement and the other TCR/SJR Project Agreements. With respect to the Water Suppliers only, Cocoa agrees that any Regional Permits obtained under this Agreement will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2. If there is a TCR/SJR Project Failure after issuance of one or more Regional Permits, the Parties agree that such Regional Permits shall not constitute any type of legal precedent that the withdrawal of water from TCR will not adversely impact the presently permitted use of TCR by Cocoa, as specified in Section 8.2. The Parties further agree that no third party, including, but not limited to any Water Supplier that has withdrawn from this Agreement, may rely upon this Agreement or any other TCR/SJR Project Agreement or the issuance of any Regional Permit, as legal precedent that the withdrawal of water from TCR will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2.

- 8.4 The Water Suppliers shall not submit a CUP application or otherwise seek a new or modified CUP to withdraw and use water from TCR or the SJR, other than Cocoa's, OUC's and ECFS' pending application for CUP 2-009-125333-1, OCU's pending application for CUP No. 2-095-119798-1 and ECFS' pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1, which conflict with the commitment of the Water Suppliers pursuant to this Agreement to seek a joint CUP on behalf of the Water Suppliers authorizing the Additional TCR/SJR Quantity. This requirement does not prohibit Cocoa from seeking modification, renewal or extension of CUP No. 2-095-50245-8, as specified in Section 8.2.
- 8.5 Cocoa, OUC and ECFS shall place its pending application for CUP 2-009-125333-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional TCR/SJR Quantity.

- 8.5.1 Upon final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, Cocoa, OUC and ECFS shall withdraw their application for CUP No. 2-009-125333-1.
- 8.5.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, Cocoa, OUC and ECFS will follow the process set forth in Section 6.4 of the General Implementation Agreement. If Cocoa, OUC and ECFS decide to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then Cocoa, OUC and ECFS will be free to pursue issuance of their pending application for CUP 2-009-125333-1.
- 8.6. OCU shall place its pending permit application for CUP No. 2-095-119798-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional TCR/SJR Quantity.
 - 8.6.1 Upon final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, OCU shall withdraw its application for CUP No. 2-095-119798-1.
 - 8.6.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, OCU will follow the process set forth in Section 6.4 of the General Implementation Agreement. If OCU decides to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then OCU will be free to pursue issuance of its pending application for CUP 2-095-119798-1.

8.7 ECFS shall place its pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional SJR/TCR Quantity. ECFS may submit information to the SJRWMD indicating its desire that CUP No. 2-095-115794-1 and 2-097-118375-1 be issued simultaneously with, or following issuance of, a single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity. ECFS may also request the SJRWMD modify any application or proposed agency action for CUP Nos. 2-095-115794-1 and 2-097-118375-1 to have these CUPs issued for a combined volume of up to 8 MGD, annual average, and a duration commensurate with the duration of the single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity. Regardless of when the single, joint CUP and CUP Nos. 2-095-115794-1 and 2-097-118375-1 are issued, the Parties shall treat all three permits as having been simultaneously issued for purposes of determining their existing legal use status. The other Water Suppliers shall not object to or oppose ECFS' requests or directions regarding CUP Nos. 2-095-115794 and 2-097-118375-1 allowed under this Agreement. Nothing in this Agreement shall prevent ECFS from applying for and obtaining temporary CUPs for a quantity not exceeding 8 MGD annual average from TCR for agricultural water use and the other Water Suppliers shall not hinder or oppose any applications for temporary CUPs obtained by ECFS for a quantity not exceeding 8 MGD annual average from TCR for agricultural water use prior to issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional SJR/TCR Quantity.

8.7.1 Upon a notice of intent to issue a permit or similar declaration of forthcoming final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, OCU and TWA agree to take such actions in the administrative case proceedings identified by State of Florida Division of Administrative Hearings (DOAH) Case No. 11-003968 and SJRWMD File of Record No. 2011-48 as

necessary to allow ECFS, at its election, to obtain CUP No. 2-097-118375-1 simultaneously with, or following issuance of the single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity and for a duration corresponding to the single joint CUP.

8.7.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, ECFS, OCU and TWA will follow the process set forth in Section 6.4 of the General Implementation Agreement. If ECFS decides to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then ECFS shall be free to pursue issuance of its pending applications for CUP 2-095-115794 and 2-097-118375-1 and OCU and TWA shall be free to continue their administrative challenge against CUP 2-097-118375-1 pursuant to DOAH Case No. 11-003968 and SJRWMD File of Record No. 2011-48. Additionally, should OCU or TWA decide to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then OUC or TWA will be free to continue their administrative challenge against CUP 2-097-118375-1 pursuant to DOAH Case No. 11-003968 and SJRWMD File of Record No. 2011-48.

8.8 In lieu of the provisions of Section 8.7, above, the Water Suppliers may decide by Consensus for ECFS to include the allocations set forth in CUP Nos. 2-095-115794-1 and 2-097-118375-1 into the single, joint CUP issued to the Water Suppliers for the Additional TCR/SJR Quantity. If the Water Suppliers so decide, then ECFS shall place its pending applications for CUP No. 2-095-115794-1 and 2-097-118375-1 in abeyance pending issuance of a single, joint CUP by the

SJRWMD to the Water Suppliers, at which point ECFS shall withdraw its pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1.

- 8.9 Individual Water Suppliers shall not submit an application for any permit that would prevent issuance of any of the Regional Permits, would cause the reduction of the amount of water allocable to the Water Suppliers in any CUP or any other applicable Regional Permit to be issued for the TCR/SJR Project, or would cause conditions to be appended to any Regional Permit that would increase the overall cost of implementing the TCR/SJR Project. Notwithstanding the foregoing and subject to Section 8.4, this Agreement shall not prevent or prohibit Cocoa from submitting any application to obtain any new permit or modification to any existing permit that may be necessary or required by law to maintain, repair or improve the operations of the Dyal WTP.
- 8.10 Except as authorized by Section 5.5, the Parties shall not legally challenge or support any legal challenge against any proposed or final agency action or legal instrument with regards to any Regional Permit sought by the Project Administrator on behalf of the Water Suppliers pursuant to this Agreement including, but not limited, to the single joint CUP application submitted on behalf of the Water Suppliers to withdraw the Additional TCR/SJR Quantity.
- 8.11 The Parties shall not legally challenge or support any legal challenge against any proposed or final agency action with regards to any modification, renewal or extension of Cocoa's presently permitted use of TCR pursuant to CUP No. 2-095-50245-8, as specified in Section 8.2.
- 8.12 The Water Suppliers shall not oppose, legally challenge or support any legal challenge against any proposed or final agency action with regards to the issuance of CUP Nos. 2-095-115794-1 and 2-097-118375-1, as long as long as these permits are issued contemporaneously with, or subsequent to, the single joint CUP requested by the Project Administrator on behalf of the Water Suppliers to withdraw the Additional TCR/SJR Quantity and ECFS does not seek to increase a

combined permitted allocation from TCR above 8 MGD annual average, or make other changes to the applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1 that would interfere with Cocoa's presently permitted use of TCR, as specified in Sections 8.2 and 8.3 or that would interfere with the TCR/SJR Project; provided, however, ECFS shall provide the other Water Suppliers a copy of the modified application and supporting material at least sixty (60) days prior to filing any changes to its applications and the other Water Suppliers shall notify ECFS at least sixty (60) days after receipt of such notice of their concerns with the changes to ECFS' applications. ECFS and the other Water Suppliers may mutually agree to change the deadlines in this Section. Additionally, the Water Suppliers shall not legally challenge or support any legal challenge against any temporary CUP obtained by ECFS to withdraw water from TCR, as long as the total combined permitted allocation of all temporary CUPs from TCR is equal to or less than 8 MGD annual average.

8.13 Under this Agreement, FRI's obligation shall be limited to the following:

- 8.13.1 Providing information requested by the Project Manager relating to ownership of: (a) the land underlying and adjoining TCR, (b) any facility required to discharge water from the SJR to TCR; and (c) any facility required to withdraw water from TCR;
- 8.13.2 Providing such consent as required by the Project Manager to prepare and process any application for a Regional Permit and obtain any Regional Permit;
- 8.13.3 Providing such temporary right-of-entry as needed by the Project Manager to prepare and process any application for a Regional Permit and obtain any Regional Permit; and
- 8.13.4 Transferring appropriate easements over any real property involving the SJR intake, raw water transmission lines, the TCR discharge structure and

the TCR intake structure, as specified in **Exhibit A** and required by the Project Manager in order to prepare and process any application for a Regional Permit and obtain any Regional Permit. Such easements shall be acquired according to the process provided for in the General Implementation Agreement.

- 8.14 FRI's agreements, commitments, obligations and representations under the Agreement shall run with and are appurtenant to the real property owned by FRI as described on Exhibit A of the Notice of Agreement referenced in the General Implementation Agreement and shall bind any subsequent owner of that real property owned by FRI or any portion thereof for the duration of this Agreement. Immediately upon the Effective Date, the Parties shall execute the Notice of Agreement referenced in the General Implementation Agreement. The Notice of Agreement shall be recorded in accordance with the General Implementation Agreement. The Water Suppliers agree to release their rights under this section whenever FRI conveys any interest in real property to a third party; provided, the third party agrees to be bound by FRI's agreements, commitments, obligations and representations under this Agreement, as covenants running with the property interest acquired from FRI and further agrees to recordation of a new Notice of Agreement in accordance with the General Implementation Agreement. No later than thirty (30) days after the acquisition of the final easement interests over real property required by this Agreement, or upon termination of this Agreement, whichever occurs first, the Project Administrator shall execute and record the Notice of Terminating Agreement in accordance with the General Implementation Agreement.

9. WITHDRAWAL OF A WATER SUPPLIER. At any time, a Water Supplier may, at its option and upon written notice to the Project Administrator and all other Water Suppliers, withdraw from further participation in the Agreement, as follows:

9.1 Upon delivery of the notice of withdrawal and proof of the Water Supplier's withdrawal from all the other TCR/SJR Project Agreements, the Water Supplier shall no longer have any rights of participation in this Agreement, shall notify the appropriate regulatory agencies of its withdrawal from any Regional Permits and any applications for Regional Permits obtained or applied for under this Agreement and file the necessary legal instrument confirming it no longer has any legal interest in any real property acquired pursuant to this Agreement. A withdrawing Water Supplier right to seek a CUP to withdraw water from TCR shall be governed by the General Implementation Agreement. A withdrawing Water Supplier shall remain liable for payment of its share of costs related to a contract between the Project Administrator and a third party, which has been executed by the Project Administrator prior to the Water Supplier's withdrawal.

9.2 Upon notice of the effective withdrawal by a Water Supplier from this Agreement, the Project Administrator shall discontinue all work on the Regional Permits and ask for appropriate permit review extensions, while the remaining Water Suppliers convene to discuss the continued feasibility of the TCR/SJR Project. Within ninety (90) days of receiving notice of the effective withdrawal by a Water Supplier from this Agreement, the remaining Water Suppliers will decide by Consensus whether to terminate or amend this Agreement. If the remaining Water Suppliers do not decide by Consensus to terminate the Agreement, then the Project Administrator shall move forward with obtaining the Regional Permits and the withdrawing Water Supplier's cost share percentage and amount shall be assigned on a pro rata basis among the remaining Water Suppliers excluding the withdrawing Water Supplier's cost allocation from the total, unless the Agreement is amended by the Consensus approval of the remaining Water Sup-

pliers to allocate the withdrawing Water Supplier's cost allocation in some other fashion.

10. SUBSTITUTION OF WATER SUPPLIERS AND ASSIGNMENT OF THIS AGREEMENT TO OTHER WATER SUPPLIERS.

10.1 **Substitution.** As a matter of right, a new party may be substituted for an existing Party, if the new party agrees to enter this Agreement and fully perform all obligations of the existing Party. Prior to the substitution taking effect, the existing Party must notify the other Parties in writing of the substitution and offer the substitution on the same terms and conditions to the other existing Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other Parties accept the right of first refusal of the substitution in writing within sixty (60) days, or the time period provided in the notice of substitution, whichever is longer, then the other existing Parties shall be considered to have waived their right of first refusal. The preceding right of first refusal shall not apply when one existing Party is substituted for another existing Party.

10.2 **Assignment.** As a matter of right, this Agreement may be assigned by a Party, in part, to a new party if the new party agrees to enter into this Agreement and fully perform all assigned obligations of the Party. Prior to the assignment taking effect, the existing Water Supplier must notify the other Parties in writing of the assignment and offer the assignment on the same terms and conditions to the other existing Water Suppliers, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other existing Water Suppliers accept the right of first refusal of the assignment in writing within sixty (60) days, or the time period provided in the notice of the assignment, whichever is longer, then the other existing Water Suppliers shall be considered to have waived their right of first refusal. The preceding right of first refusal provisions shall not apply when an existing Party makes an assignment to another existing Party.

11. DUTY TO COOPERATE. The Parties will work together in good faith to implement the terms of this Agreement. As part of this cooperation, no Party will independently pursue a Regional Permit outside the process described herein.
12. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.
13. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.
14. CONFIDENTIAL INFORMATION AND JOINT DEFENSE.
- 14.1 **Parties' Common Interest.** The Parties have a common interest in seeking any Regional Permit in accordance with the approved Scope of Work. To protect this common interest, the Parties shall establish and operate under a common interest arrangement concerning third party legal challenges to the issuance of any Regional Permit and any related litigation.
- 14.2 **Sharing Confidential Information with Other Parties.** No Party is required to, but may in their respective sole discretion share Confidential Information with the other Parties, as set forth herein. The Parties agree that any Confidential Information that would otherwise be protected from disclosure to third parties will remain confidential and protected from disclosure to any third party under the attorney-client and work product privileges, and the Parties agree that any exchange of Confidential Information is not intended to waive any attorney-client or work product privilege.

- 14.3 **Using Confidential Information from Another Party.** Each Party shall use the Confidential Information received from the other Party only in furtherance of the common interest of the Parties. No other rights are implied or granted under this Agreement. Nothing contained herein obligates any Party to divulge, communicate or exchange any confidential documents and/or information. All Confidential Information shall not be copied or distributed, disclosed or disseminated in any way or form to anyone except the Parties, the Parties' attorneys or the Parties' own employees, contractors, agents or consultants who have a reasonable need to know said Confidential Information, who are advised as to the confidential and proprietary nature of such Confidential Information and who shall be bound by the restrictions on use as specified in this Agreement.
- 14.4 **Disclosure of Confidential Information to Third Parties.** If a third party, including any regulatory agency, requests or demands by subpoena, discovery request, public records request or otherwise, any or all of the Confidential Information or any other documents or information exchanged or made available in furtherance of the Parties' common interest, each Party will notify the other Party in writing as soon as practicable. All reasonable steps must be taken to enable a Party to assert any and all applicable rights to privileges or protections with regard to such documents or information. Additionally, a Party contesting the disclosure of Confidential Information shall have the ability to seek a judicial determination preventing the disclosure of the Confidential Information before it is disclosed to any outside party. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that Confidential Information should not be disclosed, the burden of seeking a judicial determination preventing the disclosure of the Confidential Information, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim. Nothing herein is meant to contravene any applicable provision of chapter 119, Florida Statutes. To the extent that a document constitutes a public record under chapter 119, Florida Statutes, and is not otherwise exempt from production, the

originator of the document must be notified prior to or contemporaneous with the production of the document to the extent feasible. Additionally, nothing herein shall be construed to expand the scope of chapter 119, Florida Statutes, or to include documents as public records which would not otherwise be considered public records under chapter 119, Florida Statutes. Absent a judicial determination preventing the disclosure of Confidential Information, a Party complying with chapter 119, Florida Statutes, or other applicable requests for disclosure shall not be deemed to have violated this Section.

15. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of chapter 119, Florida Statutes, and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all project documents and materials that are subject to the provisions of chapter 119, Florida Statutes. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

16. NOTICES. All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given, and a copy is simultaneously sent to the Party's Project Representative or Project Administrator by email. A copy shall also be sent to all other Parties by U.S. Mail and by email to the Party's Project Representatives or Project Administrator. All notices shall be delivered or sent to the Parties at their respective ad-

dress shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties. If any notice is sent by mail, it shall be deemed to be given on the third day following mailing, which is not a Saturday, Sunday or a day on which the United States Mail is not delivered:

As to Cocoa:	City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922
With copy to:	Utilities Director City of Cocoa 351 Shearer Boulevard Cocoa, Florida 32922 City Attorney City of Cocoa 65 Stone Street Cocoa, Florida 32922
As to County:	County Administrator Orange County Government P.O. Box 1393 Orlando, Florida 32802
With copy to:	Utilities Director Orange County Utilities 9150 Curry Ford Road Orlando, Florida 32825 County Attorney Orange County Attorney's Office P.O. Box 1393 Orlando, Florida 32802

As to OUC: General Manager & CEO
Orlando Utilities Commission
Reliable Plaza
100 West Anderson Street
Orlando, Florida 32802

With copy to: General Counsel
Orlando Utilities Commission
Reliable Plaza
100 West Anderson Street
Orlando, Florida 32802

As to TWA: Executive Director
Tohopekaliga Water Authority
951 MLK Boulevard
Kissimmee, Florida 34741

With copy to: General Counsel
Tohopekaliga Water Authority
951 MLK Boulevard
Kissimmee, Florida 34741

As to ECFS: Vice-President
4550 Deer Park Road
St. Cloud, Florida 34773

With copy to: Hopping, Green & Sams
P.O. Box 6526
Tallahassee, Florida 32314

As to FRI: President
Farmland Reserve, Inc.
13754 Deseret Lane
St. Cloud, Florida 34773

With copy to: Hopping, Green & Sams
P.O. Box 6526
Tallahassee, Florida 32314

17. TIME EXTENSIONS. The Parties may by Consensus extend or change any of the deadlines specified in this Agreement.

18. WAIVER. No failure by a Party to exercise any right, power, or privilege under this Agreement is a waiver of that or any other right, power, privilege under this Agreement.

19. ENTIRE AGREEMENT. The agreements and obligations of the Parties set forth in this Agreement shall be the several, and not joint, agreements and obligations of the Parties. This Agreement, including exhibits, and the other TCR/SJR Project Agreements, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with subject matter hereof, except as specifically set forth herein. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally nothing in this Agreement is intended to change any existing agreement between the SJRWMD and any Party to this Agreement regarding TCR.

20. GOVERNING LAW AND VENUE. The Parties acknowledge that this Agreement was entered into and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Orange County or Osceola County, Florida. The Parties hereby waive their right to a jury trial.

21. LIABILITY AND INSURANCE.

21.1 **Sovereign Immunity.** Cocoa, OCU, OUC and TWA intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, OCU, ECFS, OUC and TWA are not jointly or severally liable for any tort attributable to the Project Administrator and that only the Project Administrator shall be liable for any torts attributable to it for torts of its officers, agents, attorneys or employees under this Agreement, and then only the extent of the

waiver of sovereign immunity or limitations specified in section 768.28, Florida Statutes. Finally, the Project Administrator expressly agrees to indemnify and hold OCU, ECFS, OUC and TWA harmless from any injury that the Project Administrator or its officers, agents, attorneys, employees or invitees sustain while carrying out the Project Administrator's obligations under this Agreement.

21.2 Indemnification. All contracts and subcontracts for any work, goods and/or services must include hold harmless and indemnification provisions to protect all of the Parties in a form acceptable to the Parties. The consultant(s), sub-consultant(s) or other contractors must provide evidence of acceptable levels and qualities of insurance and of said hold harmless and indemnity prior to commencement of work and access to any of the property of the Parties.

21.3 Insurance. All contracts and sub-contracts for any work goods and/or services that may involve access to FRI's lands must include a requirement that the contracting entity carry insurance acceptable to FRI protecting FRI from any liability due to the contracting entity's entry upon FRI's lands. The Project Administrator must submit draft contract language containing this language to FRI to review and allow FRI thirty (30) days to review and comment on the same. If FRI submits comments, the Project Administrator shall use all reasonable efforts to incorporate FRI's comments into the contracts and sub-contracts as applicable.

22. OWNERSHIP OF MATERIALS. Ownership and copyright to all materials and all accompanying data (in all formats) used, developed or produced pursuant to work done under this Agreement is vested in the Parties. Any source document or materials developed, secured or used in the performance of this Agreement shall be considered the property of the Party from which such documents or materials originated.

23. CONSTRUCTION OF AGREEMENT.

23.1 The Parties acknowledge that each Party and its legal counsel participated in the negotiation of this Agreement. This Agreement shall be construed without re-

gard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted.

- 23.2 Words importing the singular number include the plural in each case and vice versa, and words importing persons include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, refer to this Agreement; the term "heretofore" means before the date of this Agreement is executed; and the term "hereafter" means after the date this Agreement is executed. The terms "include," "includes," and "including" shall be deemed to be followed by the words "without limitation."
- 23.3 Unless otherwise stated, any reference in this Agreement to any entity shall include its permitted successors and assigns.
- 23.4 Any headings preceding the texts of the sections and subsections of this Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, construction or effect.
- 23.5 All Exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement. Capitalized terms used in the Exhibits hereto, but not otherwise defined therein, shall have the respective meanings assigned to such terms in this Agreement.
- 23.6 In the event of a conflict between a provision of this Agreement and a provision of any Exhibit to this Agreement, the provisions of this Agreement and the Exhibit shall be read as one Agreement and each provision is to be construed in harmony with the other provision to give each provision a reasonable meaning and avoid any interpretation that renders one or more provisions useless or redundant. Under the circumstances when a provision of the Agreement cannot be reconciled with a provision of the Exhibit, the provision in the Agreement shall prevail.

23.7 In the event of a conflict between this Agreement and the General Implementation Agreement, the General Implementation Agreement shall prevail.

23.8 External documents, instruments, or other writings, drafts, mediator's notes, notes of any of the Parties, or other materials produced during the TCR/SJR mediation sessions attended by the Parties shall not be used to interpret this Agreement or be used to resolve any conflict between this Agreement and any other TCR/SJR Project Agreement or instrument.

24. TERM, TERMINATION.

24.1 The term of this Agreement commences upon its Effective Date and shall remain in effect for an initial term until completion of the Scope of Work or ten (10) years from the Effective Date, whichever is less, unless renewed by Consensus of all the Parties prior to the expiration date. The initial term shall be tolled by any pending legal challenges to issuance of any Regional Permit.

24.2 Unless otherwise agreed to by the Parties, the Agreement shall terminate early, if:

24.2.1 The General Implementation Agreement should terminate; or

24.2.1 Upon Consensus of all the Parties at any time.

25. AMENDMENT. This Agreement may be amended only if all the Parties agree. Amendments must be written and be signed by all Parties.

25. COMPLIANCE WITH APPLICABLE LAW. The Parties, their employees, contractors, sub-contractors and assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this Agreement.

26. DEFAULT AND REMEDY.

26.1 **Default.** Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation,

representation or warranty contained in or arising out of this Agreement, shall constitute a Default under this Agreement.

- 26.2 **Notice of Default and Opportunity to Cure.** Upon occurrence of a Default by any Party, one or more of the other Parties shall deliver written notice to the Party in Default in the manner provided in Section 16, identifying the specific nature of the Default therein. The Party in Default shall have thirty (30) days within which to cure such Default. Provided, if the Default is of such a nature that it cannot be cured within thirty (30) days, the Party in Default shall have such additional time as may be necessary to cure the Default, so long as within said period, the Party in Default commences the cure and diligently prosecutes such cure until completion.
- 26.3 **Remedy for Default.** For any Default not cured as provided in Section 26.2, above, non-defaulting Parties, may individually or jointly seek specific performance arising from such Default.
- 26.4 **Mediation.** Prior to seeking any remedy for a Default as provided in Section 26.3, a Party shall seek to mediate the dispute with the Party in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Parties a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within ten (10) days after receipt of the notice from the requesting Party, the other Parties shall, in writing, provide notice of either the selection of one of the mediators proposed by the requesting Party or offering a list of three additional mediators for consideration. Within ten (10) days of the requesting Party's receipt of the notice, the Parties shall meet for the purpose of selecting one of the mediators proposed by any of the Parties. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter under consideration. Within twenty (20) days after a mediator is named by the Parties, a time and date for the mediation shall be scheduled and documented in writing. The mediation shall be conducted ex-

peditionously and the location of the mediation shall be at a location mutually selected by the Parties, or at a location of the mediator's choosing if the Parties can't agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other related expenses. Any settlement achieved through mediation shall be made in writing with a copy delivered to all the Parties.

26.5 **Force Majeure Event.** In the event that performance of this Agreement by any Party is prevented or interrupted by a Force Majeure Event, said Party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said Party is not directly or indirectly responsible therefor. Any Party claiming to be relieved of any duty pursuant to this Section shall give prompt written notice thereof to the other Parties. The Parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a Party from carrying out this Agreement.

27. ATTORNEY'S FEES. Each Party shall bear its own attorney's fees, costs, and expenses in any litigation, suit, dispute, controversy, arbitration, mediation, or proceeding, including appellate proceedings involving another Party, arising out of, based on, or related to, this Agreement. This is not intended to prevent Cocoa from collecting its attorney's fees, costs and expenses to fund the Scope of Work.

28. MISCELLANEOUS PROVISIONS.

28.1 No Party shall be deemed to be an agent of another Party nor shall represent that it has the authority to bind another Party.

28.2 In computing any period of time under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday, or legal holiday, the period of time shall run

until the end of the next calendar day which is not a Saturday, Sunday, or legal holiday.

- 28.3 Nothing in this Agreement shall be deemed a waiver of any government Party's police powers.

[Signature pages to follow]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the City of Cocoa, Florida

CITY OF COCOA, a Florida municipal corporation

By: _____

Henry U. Parrish III
Mayor

ATTEST:

By: _____

Carie Shealy, MMC

APPROVED AS TO FORM:

Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Orange County, Florida

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Teresa Jacobs
County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: _____

Deputy Clerk

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Orlando Utilities Commission.

ATTEST:

ORLANDO UTILITIES COMMISSION

Print Name

By: _____
Kenneth P. Ksionek,
General Manager & CEO

Approved as to form and legality,
OUC Legal Department

By: _____

Date: _____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Tohopekaliga Water Authority.

TOHOPEKALIGA WATER AUTHORITY

an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

(SEAL)

By: _____
Tom E. White, Vice Chair
Board of Supervisors

Date: _____

ATTEST:

Clarence L. Thacker, Secretary

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by East Central Florida Services, Inc.

EAST CENTRAL FLORIDA SERVICES, INC.

By: _____
K. Erik Jacobsen, President

Attest: _____

Date: _____

Approved as to Form:

Eric T. Olsen, Esq.
Legal Counsel

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Farmland Reserve, Inc.

FARMLAND RESERVE, INC.

By: _____
Don M. Sleight, Chief Executive Officer

Attest: _____

Date: _____

Approved as to Form:

Eric T. Olsen, Esq.,
Legal Counsel

EXHIBIT A – REGIONAL PERMITS

PERMIT	PERMITTEE OR SIGNATOR
CUP – Permit to withdraw the Additional TCR/SJR Quantity from the TCR/SJR Project	All Water Suppliers.
NEPA – Determination of a documentation level class of action, Categorical Exclusion, an Environmental Assessment and Finding of No Significant Impact or Environmental Impact Statement and Record of Decision for environmental effects of TCR/SJR Project	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
ERP – Construction of SJR intake structure(s), raw water pipelines from the SJR to TCR, TCR discharge structure, and TCR intake structure(s) and associated Authorization to Use Sovereign Submerged Lands	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
404 Permit – Construction of the SJR intake structure, raw water pipelines from the SJR to TCR, TCR discharge structure(s), and TCR intake structure.	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
NPDES Permit – Discharge of SJR Water into TCR (does not encompass separate NPDES Permits for construction activities)	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
Lease or Other Authorization for Use of State Lands – If the SJR intake(s) is located on the Tosohotchee State Preserve or other state owned lands.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in SJR Intake – If the SJR intake is not located on the Tosohotchee State Preserve or other state owned lands, then a legal instrument demonstrating a proprietary interest in the location will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in Raw Water Transmission Lines – Legal instrument demonstrating a proprietary interest in the route of the raw water pipelines from the SJR to TCR will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in TCR Discharge Structure – Legal instrument demonstrating a proprietary interest in the location of the discharge structure on the L-73 levee or another location will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in TCR Intake Structure – If TCR intake structure is different from the one currently owned and operated by the City or, if the existing intake structure will need to be modified, a legal instrument demonstrating a proprietary interest in the location of the intake structure on the L-73 levee will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.

EXHIBIT B – SUMMARY SCOPE OF WORK

INTRODUCTION

The work contemplated under this Agreement is to prepare permit applications and obtain the Regional Permits for the TCR/SJR Project. The following tasks and descriptions generally describe the anticipated consulting services required under this Agreement. It is anticipated that multiple consultants that provide services including but not limited to engineering, surveying, environmental, geotechnical, hydrogeological, water quality, ground, surface and hydraulic modeling, public water supply demand projections, property acquisition, public relations, appraisal and legal services may be required.

TASK 1 – PERMIT ENGINEER REPORT TASK

In order to meet Regional Permit application requirements, the consultant selected under this Agreement shall prepare a comprehensive Permit Engineering Report. At the direction of the Project Administrator, this Permit Engineering Report shall either be a new engineering report or an update to the Preliminary Design Report completed by the Water Suppliers in 2009. In addition, to meeting Regional Permit application requirements, the Permit Engineering Report may contain additional efforts as specified under this Agreement.

TASK 2 – CUP APPLICATION PREPARATION

There are three primary demonstrations required of a CUP applicant: the use of water is needed and a reasonable-beneficial use, the use of water will not interfere with the any presently existing legal use of water, and the use of water is consistent with the public interest. The Additional TCR/SJR Quantity will be a new use from the SJR and an increase of an existing use from TCR.

The underlying concept of the CUP application process is that the Water Suppliers will provide water supply utility-specific information on their systems that is relevant to the application process relative to the conditions for issuance of a CUP with a fifty (50) year duration. The technical consultant will consolidate this information into a single body of work that represents the Water Suppliers' participation individually and as a whole. The CUP application will be compartmentalized consisting of the completed application document with supporting documents for the various demonstrations and supplemental information provided as attachments.

This task will include development of a hydrologic model, including a system operation schedule and mixing analysis for the SJR and TCR water supply to estimate the available yield and reliability of the system. The system operation schedule used in the modeling is intended to function within the constraints of the revised TCR regulation schedule and any existing MFLs on the SJR and Taylor Creek, considering the water quality of the SJR and resulting in acceptable water quality. This mixing analysis will also consider the impact of water from the SJR on the use of TCR for agricultural purposes as set forth in greater detail in Task 6 below.

It is assumed that existing documents provide much of the technical water resource evaluation information that would be required to support the CUP application. Technical documents that could be used include:

- Final and draft MFL documents on the SJR and Taylor Creek prepared by the SJRWMD Water Supply impact Study.
- SJR/TCR Water Supply Project Environmental Information Document and Preliminary Design Engineering Report (2009 EID), CH2M/PB Water Joint Venture, Orlando, Florida, September 2009
- Technical Publication SJ2006-2: District Water Supply Plan – 2005, SJRWMD, Palatka, Florida, 2006.
- CFWI Plan

TASK 3 – NEPA

A NEPA determination is triggered by major federal action. Major federal action in this context could be a major federal permit, a change in the U.S. Army Corps of Engineers' regulation schedule for TCR, or federal funding. NEPA could be triggered by a 404 Permit for improvements to the L-73 levee and expansion of the S-164 structure, a change in the U.S. Army Corps of Engineers' regulation schedule for TCR, a 404 Permit for the SJR intake structure, a 404 Permit for the TCR discharge structure, a 404 Permit for a new TCR intake structure or modification to the existing TCR intake structure, an NPDES Permit for the discharge of SJR water to TCR, or the receipt of Federal Funding. As part of this task, close coordination with the SJRWMD regarding their improvements to the L-73 levee, expansion of the S-164 structure and modification of the U.S. Army Corps of Engineers' regulation schedule for TCR is required. If NEPA is triggered, an Environmental Information Document and a Categorical Exclusion, Environmental Assessment or an Environmental Information Statement will be needed. The outcome of meetings with the U.S. Army Corps of Engineers and the SJRWMD will provide the direction needed for a NEPA determination, the level of documents needed and the integration of similar work-product by the SJRWMD and the Water Suppliers with regards to the TCR/SJR Project.

It is assumed that at a minimum an Environmental Information Document level analysis will be required. It is further assumed that the 2009 EID would be the starting point for the NEPA analysis.

TASK 4 – JOINT ERP/404 PERMIT AND AUTHORIZATION FOR USE OF SOVEREIGN SUBMERGED LAND PERMIT APPLICATION

At least one and possibly more than one Joint Application for Individual and Conceptual Environmental Resource Permit/Authorization to Use State Owned Submerged Lands/Federal Dredge and Fill Permit will be required for construction of the SJR intake structure, the raw water pipelines from the SJR to TCR, the TCR discharge structure, a new TCR intake structure or modifications to the existing TCR intake structure and Dyal WTP modifications. This task may include the consideration of effects on threatened and endangered species, and historical and cultural resources.

A joint application was prepared as part of the 2009 EID. It is assumed this application would be the starting point for any joint application(s).

TASK 5 – NPDES PERMIT APPLICATION

An NPDES Permit may be needed to discharge water withdrawn from the SJR into TCR from blending differing qualities of water. This can be determined with coordination with the Department of Environmental Protection. It is assumed this determination will take into account the mixing analysis described above in connection with Task 2.

TASK 6 – LEASE OR OTHER AUTHORIZATION FOR USE OF STATE LANDS AND PROPRIETARY INTERESTS IN PROJECT FACILITIES

The ERP and 404 Permit will require ownership or control of the property on which the SJR intake structure, the raw water pipelines from the SJR to TCR, the TCR discharge structure and possibly the TCR intake structure. The 2009 Environmental Information Document/Preliminary Design Report assumed the SJR intake structure would be located on the Tosohotchee State Preserve. If that proves to be the ultimate location, then a long-term lease or other authorization from the State of Florida will need to be obtained. If an alternative location for the SJR intake structure is selected, then legal instruments demonstrating a proprietary interest in the underlying real estate will be required. Similarly legal instruments demonstrating a proprietary interest in the underlying real estate in the route of the raw water pipelines from the SJR to TCR

will be required. Since the SJRWMD has an interest in the land comprising the L-73 Levee as part of a project administered on behalf of the United States Army Corps of Engineers, a legal instrument demonstrating a proprietary interest in the location of the TCR discharge structure will be required. Finally, for the same reasons expressed with regards to the proposed TCR discharge structure, a legal instrument demonstrating a proprietary interest may need to be obtained for the TCR intake structure.

TASK 7 – JOINT USE EVALUATION

As specified under this Agreement, prepare an evaluation of the effect of the construction and operation of the TCR/SJR Project on water quality in TCR, which may include a mixing analysis for the SJR and TCR waters. As specified under this Agreement, the technical consultant will conduct this evaluation in the manner specified in the General Implementation Agreement. The agricultural water quality parameters to be considered in this evaluation are Chlorides, Sodium, Specific Conductance, Fluoride, Total Phosphorus and Total Nitrogen. This information will be used to determine any constraints on the quality of water in TCR as part of the basis for developing operating protocols that will maximize the yield of TCR for public water supply and protect the quality of water used for agricultural purposes.

As specified under this Agreement, develop plans, tools and protocols for the operation of all phases of the TCR/SJR Project to achieve the following: (a) ensure compliance with the MFLs and other constraints on the withdrawal of water from the TCR and SJR; (b) protect the presently permitted use of TCR by Cocoa, as specified in Section 8.2; (c) maximize the yield and protect the water quality of TCR for both public water supply and agricultural purposes, as specified in the General Implementation Agreement; and (d) allow ECFS for the agricultural water supply portion, and the Water Suppliers for the public water supply portion, of the TCR/SJR Project to withdraw water as frequently as possible and to the greatest extent possible to achieve the water allotments specified in the General Implementation Agreement. These plans, tools and protocols may include a system operation schedule. The technical consultant shall submit these plans, tools and protocols to the Water Suppliers for review and approval. Approval of the plans, tools and protocols shall be as specified in the General Implementation Agreement.

TASK 8 – COMMUNICATIONS AND COORDINATION

During the course of this project, regularly scheduled meetings and milestone specific meetings will be necessary to keep the team current on project events and to obtain timely interactions, input and comments on, and approval of project deliverables. For this project, monthly project meetings with the Water Suppliers should be planned.

Additionally, the project may include the following components:

- Public involvement strategy
- Outreach activities
- Media outlet list
- Property owner and interested parties mailing list
- Public involvement schedule
- Local government coordination strategy
- Public meeting strategy.

TASK 9 – REGIONAL PERMIT COMPLIANCE

In the event that a Regional Permit is issued prior to the initiation of Phase 2 of the TCR/SJR Project as described in the General Implementation Agreement, the Water Suppliers may be required to initiate compliance activities. The scope and frequency of these compliance activities is presently unknown but could include, but not be limited to, hydrologic monitoring or water quality sampling. As specified under this Agreement, the consultant will initiate and maintain compliance with Regional Permits.

EXHIBIT G
TCR/SJR Transmission Line Agreement

TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT

TRANSMISSION LINE AGREEMENT

This **TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT TRANSMISSION LINE AGREEMENT** (Agreement) is made and entered into this ____ day of _____, 2017 by and between **EAST CENTRAL FLORIDA SERVICES, INC.**, a Florida corporation, ("ECFS"), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("OCU"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature ("OUC"), **TOHOPEKALIGA WATER AUTHORITY**, a special district created by special act of the Florida Legislature ("TWA"), the **CITY OF COCOA**, a Florida municipal corporation ("Cocoa"), and **FARMLAND RESERVE, INC.**, a Utah non-profit corporation ("FRI")(collectively the "Parties" including FRI and Cocoa, collectively the "Water Suppliers" excluding FRI and collectively either the "Raw Water Transmission Line Parties" or the "Finished Water Transmission Line Parties" for the Water Suppliers participating in the implementation of any TCR/SJR Finished Water Transmission Line Project or any TCR/SJR Raw Water Transmission Line Project).

1. **DEFINITIONS.** As used in this Agreement:

- 1.1 "528 Alternative" means one of three identified potential routes for a TCR/SJR Finished Water Transmission Line Project and/or a TCR/SJR Raw Water Transmission Line Project, as specified in **Exhibit A** to this Agreement.
- 1.2 "Additional TCR/SJR Quantity" means an additional estimated 23.67 MGD to 33.67 MGD long-term annual average that would be available from TCR for public water use by blending water from the SJR with water contained in TCR to increase the yield and reliability of TCR upon completion of the TCR Levee Improvements.

- 1.3 “Base Charge” means for any Fiscal Year, that component of the TCR/SJR Finished Water Transmission Line Project Charge or TCR/SJR Raw Water Transmission Line Project Charge computed according to Section 14.
- 1.4 “Bidding Budget” means the approved maximum cost for the award of construction contracts. The Bidding Budget is set at the completion of the final design for the specific infrastructure as noted in this Agreement.
- 1.5 “Book Value” means the difference between the total Capital Cost of an asset and its accumulated depreciation.
- 1.6 “Capital Cost” means the one-time expenses incurred for acquisition of real property, tangible property and intangible property, the construction of tangible personal property, engineering and other expenditures required for construction or expansions of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, or Environmental Permitting activities and associated engineering that are not directly incorporated into the TCR/SJR Finished Water Transmission Line Charge or TCR/SJR Raw Water Transmission Line Charge.
- 1.7 “Confidential Information” means any documents, communications or other information disclosed to one or more Parties by another Party in furtherance of the Parties’ common interest.
- 1.8 “Consensus” means, (a) when applied to the Procurement Committee, the unanimous consent of all the Procurement Committee Members present at a Procurement Committee meeting, which shall be recorded in the minutes of the Procurement Committee meeting, and, (b) when applied to the Parties, the Water Suppliers, the Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties, the unanimous consent of all the Parties, Water Suppliers, Finished Water Transmission Line Parties or Raw Water Transmission Line Parties, as applicable, which shall be recorded in a letter agreement executed by

the director or executive officer of each Party, Water Supplier, Finished Water Transmission Line Party or Raw Water Transmission Line Party, if expressly required by the Agreement or, if requested by one or more of the Parties, Water Suppliers, Finished Water Transmission Line Parties or Raw Water Transmission Line Parties.

- 1.9 “Construction Budget” means the approved maximum cost for the actual construction of specific infrastructure noted herein, including contingency. The Construction Budget is set after the bidding and selection of a contractor or contractors.
- 1.10 “Cost Allocations” means each participating Party’s portion of the TEC for the Routing Study, as set forth in Section 5.1 of this Agreement.
- 1.11 “County Line Alternative” means one of three identified potential routes for a TCR/SJR Finished Water Transmission Line Project and/or Raw Water Transmission Line Project, as specified in **Exhibit A** to this Agreement.
- 1.12 “Delivery Point” means the authorized points of connection between a participating Finished Water Transmission Line Party’s water system and a TCR/SJR Finished Water Transmission Line Project or between a participating Raw Water Transmission Line Party’s water system and a TCR/SJR Raw Water Transmission Line Project.
- 1.13 “Design Budget” means the preliminary estimated construction cost developed for the infrastructure, as noted herein, which is set after the completion of a TCR/SJR Finished Water Transmission Line Project PDR(s) and/or a TCR/SJR Raw Water Transmission Line Project PDR(s).
- 1.14 “Dyal POC” means the point(s) where the Dyal WTP connects to one or more TCR/SJR Finished Water Transmission Line(s) or TCR/SJR Raw Water Transmission Line(s).

- 1.15 "Dyal WTP" means that public water treatment facility, associated infrastructure, and real property rights owned by Cocoa and located off State Road 520 in east Orange County, as may be acquired, upgraded and expanded pursuant to the General Implementation Agreement or by Cocoa separately.
- 1.16 "Effective Date" means the date all the TCR/SJR Project Agreements are fully executed by the parties to each contract. Cocoa shall memorialize the Effective Date and provide a notice of the Effective Date to all the Parties.
- 1.17 "Enterprise Fund" means a separate fund wherein all revenues and expenditures are maintained and reported and are not comingled with the revenues and expenses for any general fund or other user fee based funds.
- 1.18 "Environmental Permit(s)" means all permits licenses or other third party approvals necessary for the acquisition, construction, management or operation of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.
- 1.19 "Finished Water" means treated water that meets all applicable potable water treatment levels prescribed by the Florida Department of Environmental Protection in chapter 62-550, Florida Administrative Code, as well as other applicable regulations.
- 1.20 "Finished Water Transmission Line Parties" means all the Water Suppliers participating in a TCR/SJR Finished Water Transmission Line Project.
- 1.21 "Fiscal Year" means a twelve (12) month period which commences on October 1 of each year and ends on the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year of a Project Administrator.
- 1.22 "Fixed Operation and Maintenance Cost" means all Operation and Maintenance Cost, other than Variable Operation and Maintenance Cost.

- 1.23 "Force Majeure Event" means any event not the fault of, and beyond the reasonable control of, the Party claiming excuse which makes it impossible or extremely impracticable for such Party to perform obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees, essential such performance. Force Majeure Events include (a) an "act of God" such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain Environmental Permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or (f) any other action by any third party that makes it impossible or extremely impracticable for a Party to perform its obligations under this Agreement.
- 1.24 "General Implementation Agreement" means the Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement entered into by the Parties governing the overall development and operation of the TCR/SJR Project.
- 1.25 "Majority" means, (a) when applied to the Procurement Committee, more than fifty (50%) percent under either a Straight Vote or Weighted Vote and, (b) when applied to participating Finished Water Transmission Line Parties or participating Raw Water Transmission Line Parties, more than fifty (50%) percent under the Weighted Vote Method.
- 1.26 "Meters" means collectively, those certain water meters and appurtenant recording and transmitting devices to be installed and owned by the Project Administrator for every Delivery Point to its specific TCR/SJR Finished Water Trans-

mission Line Project or TCR/SJR Raw Water Transmission Line Project, as specified in Section 13, which are used to measure and bill the quantity of water being delivered to each participating Finished Water Transmission Line Party or each participating Raw Water Transmission Line Party.

- 1.27 "MGD" means a flow rate measured in million gallons per day.
- 1.28 "Operation and Maintenance Cost" means any and all costs incurred by a Project Administrator in operating, maintaining and administering a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, including, but not limited to, related operation, maintenance, management, security and development; labor and labor overhead cost; cost associated with tools, equipment, vehicles, supplies, materials, services and support for the operation, maintenance, management, security and development of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; any cost of litigation or legal judgment against the Project Administrator relating to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; development expenses relating to expansion of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; all costs incurred in planning or applying for, obtaining, maintaining and defending permits; administrative, billing, accounting, legal, insurance and engineering expenses related to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; ordinary and current rentals of equipment or other property related to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; payments in lieu of taxes, and administrative costs incurred by a Project Administrator for management of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. Operation and Maintenance Cost do not include any expenses constituting a Capital Cost or a Renewal and Replacement Cost.

- 1.29 “Parties” means OCU, OUC, ECFS, TWA, Cocoa and FRI.
- 1.30 “Phase 4 Dyal Treatment Project Administrator” shall have the same meaning as in the General Implementation Agreement.
- 1.31 “Phase 4 Dyal Treatment System” shall have the same meaning as in the General Implementation Agreement.
- 1.32 “Phase 4 Non-Dyal Treatment Project Administrator” shall have the same meaning as in the General Implementation Agreement.
- 1.33 “Phase 4 Non-Dyal Treatment System” shall have the same meaning as in the General Implementation Agreement.
- 1.34 “Phase 4 Treatment POC” means a point(s) where a Phase 4 Non-Dyal Treatment System connects to one or more TCR/SJR Finished Water Lines(s). If Cocoa is the only provider of Finished Water in Phase 4 of the General Implementation Agreement, there is no Phase 4 Treatment POC(s).
- 1.35 “Procurement Committee” means a committee consisting of the Project Manager and the Project Representatives appointed by the Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties, as the case may be, pursuant to Sections 4.4 for the sole purpose of selecting the technical consultant(s) to implement the Routing Study specified in Section 3 or a component of the Scope(s) of Work specified in Section 8.1. The Procurement Committee shall be dissolved after each selection of a technical consultant.
- 1.36 “Procurement Committee Member” means the Project Manager or a Project Representative, when acting as a member of the Procurement Committee.
- 1.37 “Project Administrator” means the Water Supplier having overall responsibility for administering the Routing Study or administering a specific TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Pro-

ject. The Project Administrator will be selected in the manner specified in Section 7.

- 1.38 “Project Manager” means the person or alternate designated by the Project Administrator to manage the Project Administrator’s responsibilities under this Agreement.
- 1.39 “Project Representative” means the person or alternate, who is not a Procurement Committee Member or the Project Administrator, designated by each participating Finished Water Transmission Line Party or participating Raw Water Transmission Line Party to work with the Project Administrator and the Project Manager regarding the management and implementation of a specific TCR/SJR Finished Water Transmission Line Project or a specific TCR/SJR Raw Water Transmission Line Project.
- 1.40 “Prudent Utility Practice” means any of the practices, methods and acts engaged in, or approved by, a significant portion of the public water supply utility industry in the United States during the relevant time period; or any of the practices, methods and acts, which, in the exercise of reasonable judgment in light of the facts known, or that should have been known, at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with the applicable legal, engineering, reliability, safety and time requirements.
- 1.41 “Quorum” means, as applied to the Procurement Committee, at least a Majority of Procurement Committee Members and consistent with the applicable law.
- 1.42 “Raw Water” means water withdrawn from TCR or the SJR by Cocoa that is not treated to Finished Water standards.
- 1.43 “Raw Water Transmission Line Parties” means all the Water Suppliers participating in a TCR/SJR Raw Water Transmission Line Project.

- 1.44 “Renewal and Replacement Cost” means all cost incurred by a Project Administrator for the renewal, replacement, upgrade and improvement of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.
- 1.45 “Routing Study” means the activities authorized under this Agreement, as specified in Section 3.
- 1.46 “Scope of Work” means the design of the components of a TCR/SJR Finished Water Transmission Line Project, the components of a TCR/SJR Raw Water Transmission Line Project and the acquisition of any necessary real property interests in consideration of the selected transmission line route, as specified in Section 8.1.
- 1.47 “SJR” means the St. Johns River.
- 1.48 “SJRWMD” means the St. Johns River Water Management District.
- 1.49 “Straight Vote” means that each Procurement Committee Member voting on a decision has one equal vote.
- 1.50 “Substantial Deviation” means that the design or construction of all or a part of the infrastructure to be constructed according to this Agreement is materially different from the design last approved by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties or the cost exceeds the approved Bidding, Construction or Design Budget(s).
- 1.51 “TCR” or “Taylor Creek Reservoir” means the Taylor Creek Reservoir, an impoundment created by the construction of Levee 73 (L-73) and a water control structure (S-164) as part of the Upper St. Johns River Basin portion of the Central and Southern Florida Federal Control Project and, as of the Effective Date, impounds water on land in the upper portion of Taylor Creek and Cox Creek, tributaries of the SJR and located on lands in Orange and Osceola Counties, Florida.

- 1.52 “TCR Levee Improvements” means structural alterations to L-73 and associated infrastructure to allow the water level in the TCR to be raised above the regulation schedule in effect as of the Effective Date.
- 1.53 “TCR/SJR Finished Water Transmission Line” means a transmission line constructed pursuant to this Agreement for the sole purpose of transporting Finished Water from the Dyal POC(s) or Phase 4 Treatment POC(s) to the Delivery Points.
- 1.54 “TCR/SJR Finished Water Transmission Line PDR” means one or more written reports setting forth the general design and implementation and opinion of probable cost for components of a TCR/SJR Finished Water Transmission Line Project, including any amendments thereto.
- 1.55 “TCR/SJR Finished Water Transmission Line Project Charge” means for any Fiscal Year, the charge established by a Project Administrator pursuant to Section 14 for development, construction, operation and management of a TCR/SJR Finished Water Transmission Line Project. This charge is composed of the Base Charge and Variable Charge.
- 1.56 “TCR/SJR Finished Water Transmission Line Project” means a project authorized by this Agreement for the purpose of routing, location, right-of-way acquisition, design, construction, permitting, maintenance and ownership of the facilities connecting the Dyal POC(s) or the Phase 4 Treatment POC(s) and the Delivery Points, including any TCR/SJR Finished Water Transmission Line(s) and any needed water supply system improvements.
- 1.57 “TCR/SJR Project” means a regional alternative water supply project withdrawing surface water from TCR and, in the future, the SJR to augment TCR for public water supply and agricultural purposes as more specifically stated in the General Implementation Agreement.

- 1.58 "TCR/SJR Project Administrators" shall have the same meaning as in the General Implementation Agreement.
- 1.59 "TCR/SJR Project Agreements" mean this Agreement, the General Implementation Agreement and those other agreements identified in Section 3.2 of the General Implementation Agreement.
- 1.60 "TCR/SJR Raw Water Transmission Line" means a transmission line constructed pursuant to this Agreement for the sole purpose of transporting Raw Water to the Delivery Points.
- 1.61 "TCR/SJR Raw Water Transmission Line PDR" means one or more written reports setting forth the general design and implementation and opinion of probable cost for components of a TCR/SJR Raw Water Transmission Line Project, including any amendments thereto.
- 1.62 "TCR/SJR Raw Water Transmission Line Project" means a project authorized by this Agreement for the purpose of routing, location, right-of-way acquisition, design, construction, permitting, maintenance and ownership of the facilities connecting the POCs and Delivery Points, including any TCR/SJR Raw Water Transmission Line(s) and any needed water supply system improvements.
- 1.63 "TCR/SJR Raw Water Transmission Line Project Charge" means for any Fiscal Year, the charge established by a Project Administrator pursuant to Section 14 for development, construction, operation and management of a TCR/SJR Raw Water Transmission Line Project. This charge is composed of the Base Charge and Variable Charge.
- 1.64 "TEC" means the total estimated cost to complete the Routing Study.
- 1.65 "Variable Operation and Maintenance Cost" means all Operation and Maintenance Cost that change in direct proportion to changes in the volume of water conveyed through a TCR/SJR Finished Water Transmission Line Project or a

TCR/SJR Raw Water Transmission Line Project, including operation of any pump stations or booster pump stations that are part of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.

- 1.66 “Variable Charge” means for any Fiscal Year that component of the TCR/SJR Finished Water Transmission Line Project Charge or the TCR/SJR Raw Water Transmission Line Project Charge computed in accordance with Section 14.
- 1.67 “Weighted Capacity Allotment” means each participating Finished Water Transmission Line Party’s or participating Raw Water Transmission Line Party’s proportionate share of capacity in a TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, respectively, weighted over the entire length of the transmission line. For example, a transmission line has a capacity of 15 MGD for the first half of its length and a capacity of 10 MGD for the second half of its length. Party A owns 10 MGD capacity in the first half of the length and 5 MGD capacity in the second half of the length, and Party B owns 5 MGD of capacity along the entire length. The Weighted Capacity Allotment for Party A would be calculated as $(10 \text{ MGD}/15\text{MGD}) \times 50\% \text{ length} + (5 \text{ MGD}/10 \text{ MGD}) \times 50\% \text{ length}$, for a Weighted Capacity Allotment of 58.333%. The Weighted Capacity Allotment for Party B would be calculated as $(5 \text{ MGD}/15 \text{ MGD}) \times 50\% \text{ length} + (5 \text{ MGD}/10 \text{ MGD}) \times 50\% \text{ length}$, for a Weighted Capacity Allotment of 41.667%.
- 1.68 “Weighted Vote” or “Weighted Vote Method” (a) when applied to the Procurement Committee, means the Procurement Committee Members voting to approve a decision constitute a Majority of the Weighted Capacity Allotments in a specific TCR/SJR Finished Water Transmission Line Project or a specific TCR/SJR Raw Water Transmission Line Project, (b) when applied to either the participating Finished Water Transmission Line Parties in a TCR/SJR Finished Water Transmission Line Project or the participating Raw Water Transmission Line Parties in a TCR/SJR Raw Water Transmission Line Project, means the participating Finished

Water Transmission Line Parties or the participating Raw Water Transmission Line Parties voting to approve a decision by a Majority of their Weighted Capacity Allotments in the specific TCR/SJR Finished Water Transmission Line Project or in the specific TCR/SJR Raw Water Transmission Line Project, except as otherwise agreed to by a Consensus of the participating Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties, and (c) when applied to the Parties participating in the Routing Study, means the participating Parties voting to approve a decision by a Majority of their Cost Allocations in the Routing Study, except as otherwise agreed to by a Consensus of the Parties participating in the Routing Study.

- 1.69 “Wellfield/Wewahootee Alternative” means one of three potential routes for a TCR/SJR Finished Water Transmission Line and/or a TCR/SJR Raw Water Transmission Line, as specified in **Exhibit A** to this Agreement.
 - 1.70 “Wholesale Water Supply Contract” means that contract entered into between Cocoa and the other Water Suppliers, as defined in the General Implementation Agreement.
2. **AUTHORITY.** The Agreement is a legally binding contract, which has been entered into by the Parties under the following the authorities:
- 2.1 **Cocoa.** Cocoa, A Florida municipal corporation, enters into this Agreement under the authority of its home rule powers, as well as sections 166.021, and 180.02, Florida Statutes and chapter 57-1232, Law of Florida.
 - 2.2 **OCU.** OCU, a charter county, enters into this Agreement under the authority of its home rule powers, as well as sections 125.01(1)(k)1, 125.01(1)(p), 125.01(3)(a) and 153.03(6), Florida Statutes, which authorize counties to enter into agreements with other public agencies and private corporations to accomplish goals for providing water to their customers.

- 2.3 **OUC.** OUC, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature, enters into this Agreement under the authority of sections 6 and 9 of chapter 9861, Laws of Florida (1923), as amended.
- 2.4 **TWA.** TWA, an independent special district created by special act of the Florida Legislature, enters into this Agreement under the authority of section 10(1), chapter 2003-368, Laws of Florida.
- 2.5 **ECFS.** ECFS enters into this Agreement under the authority of its corporate charter.
- 2.6 **FRI.** FRI enters into this Agreement under the authority of its corporate charter.
3. **ROUTING STUDY.** The Parties agree the activities associated with the Routing Study are as specified in **Exhibit B** to this Agreement. The TEC for the Routing Study shall not exceed **[\$100,000.00]**.
4. **ADMINISTRATION.**
- 4.1 A Project Administrator will be designated for the Routing Study, each TCR/SJR Finished Water Transmission Line Project, and each TCR/SJR Raw Water Transmission Line Project. The Project Administrator for the Routing Study shall be selected within thirty (30) days of the Effective Date. If OCU is a participating Finished Water Transmission Line Party or a participating Raw Water Transmission Line Party for a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project utilizing the 528 Alternative, it will be the Project Administrator for said TCR/SJR Finished Water Transmission Line Project and TCR/SJR Raw Water Transmission Line Project. Cocoa shall be the Project Administrator for any TCR/SJR Finished Water Transmission Line Project or any TCR/SJR Raw Water Transmission Line Project utilizing the Well-field/Wewahootee Alternative route, within the limits of Cocoa's existing well-field. The participating Finished Water Transmission Line Parties and Raw Water

Transmission Line Parties shall select the Project Administrator for the remainder of any TCR/SJR Finished Water Transmission Line Project or any TCR/SJR Raw Water Transmission Line Project utilizing the Wellfield/Wewahootee Alternative route, which is located outside the limits of Cocoa's existing wellfield. The participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties shall select the Project Administrator for any TCR/SJR Finished Water Transmission Line Project or any Raw Water Transmission Line Project utilizing the County Line Alternative route or any route other than the 528 Alternative or the Wellfield/Wewahootee Alternative.

- 4.2 Within sixty (60) days of the Effective Date, with regards to the Routing Study, or within thirty (30) days of the selection of a Project Administrator for a TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, the Project Administrator for that TCR/SJR Finished Water Transmission Line Project and/or TCR/SJR Raw Water Transmission Line Project shall provide, in writing to the participating Finished Water Transmission Line Parties and/or participating Raw Water Transmission Line Parties, the name, address, phone numbers, fax numbers and email addresses of its Project Manager. The Project Manager may be changed at any time immediately upon written notice by the Project Administrator to the participating Finished Water Transmission Line Parties and/or participating Raw Water Transmission Line Parties.
- 4.3 No later than thirty (30) days from the selection of a Project Administrator for the Routing Study, a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, the Parties participating in the Routing Study, the Finished Water Transmission Line Parties participating in the TCR/SJR Finished Water Transmission Line Project and the Raw Water Transmission Line Parties participating in the TCR/SJR Raw Water Transmission Line Project shall each provide in writing to each other and the Project Administrator, the name, addresses, phone numbers, fax numbers and email addresses of their Pro-

ject Representative for the Routing Study, the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. The Project Representative for each Party participating in the Routing Study, for each Finished Water Transmission Line Party participating in a TCR/SJR Finished Water Transmission Line Project or for each Raw Water Transmission Line Party participating in a TCR/SJR Raw Water Transmission Line Project may be changed at any time immediately upon written notice to the other Parties participating in the Routing Study, the other Finished Water Transmission Line Parties participating in a TCR/SJR Finished Water Transmission Line Project and the other Raw Water Transmission Line Parties participating in a TCR/SJR Raw Water Transmission Line Project.

- 4.4 A Procurement Committee shall be formed upon identification of the Project Representatives by the Parties for the Routing Study, the Finished Water Transmission Line Parties for a TCR/SJR Finished Water Transmission Line Project and the Raw Water Transmission Line Parties for a TCR/SJR Raw Water Transmission Line Project. A Procurement Committee shall have a Chair, who will be responsible for providing all required meeting notices, preparing meeting agendas and summaries, presiding at Procurement Committee meetings and otherwise ensuring that Procurement Committee meetings comply with the open meeting requirements of section 286.011, Florida Statutes. The Project Administrator's Procurement Committee Member shall serve as the Chair. The Procurement Committee shall hold meetings on a schedule and at a location determined by the Procurement Committee, as needed to facilitate the Procurement Committee's authorized decisions, with an agenda the Procurement Committee Chair will provide prior to each meeting. Special meetings of the Procurement Committee shall be called upon written notice from the Project Manager, or upon written notice by a Majority of the Procurement Committee Members to the Project Manager requesting a special meeting. Meeting notices, including the time and location of the meeting, and the agenda for any Procurement Committee meet-

ing shall be provided in writing to all Procurement Committee Members, except in case of an emergency meeting. A Quorum shall be required for all Procurement Committee meetings. The Procurement Committee Members may attend by means of telephonic communication or electronic communication media employing any form of electronic communication the Procurement Committee selects to use as allowed by law for a board subject to the open meeting requirements of section 286.011, Florida Statutes, or successor provision. The Procurement Committee Chair shall be responsible for preparing meeting minutes.

- 4.5 The Parties desire and intend to encourage the Procurement Committee to decide by Consensus as often as possible. In the event Consensus is not reached, as determined by a Straight Vote of a Majority of the Procurement Committee, Procurement Committee decisions will be made by Weighted Vote, unless otherwise specified in this Agreement.
- 4.6 The Procurement Committee shall convene no later than sixty (60) days from the selection of a Project Administrator for the Routing Study or within forty-five (45) days of the participating Finished Water Transmission Line Parties' or the participating Raw Water Transmission Line Parties' decision to approve the Scope(s) of Work pursuant to Section 8.1 of any component of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project to develop a request for qualifications for a technical consultant. In the case of the Routing Study, the request for qualifications shall be consistent with the summary of activities contained in **Exhibit B** and in the case of any component of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, the request for proposal shall be consistent with the applicable Scope of Work. In either case, the request for qualifications for the technical consultant shall be consistent with the statutes, ordinances and rules governing procurement of consultants by the Project Administrator(s). The request for qualifications shall be completed no later than one hundred twenty

(120) days from the selection of a Project Administrator for the Routing Study, a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. The request for qualifications shall be approved by the Procurement Committee. If the Procurement Committee fails to develop and approve a request for qualifications within this one hundred and twenty (120) day period, the Project Administrator(s) shall develop the request for qualifications, which shall be deemed approved by the Committee by default. Once the request for qualifications is approved, the Project Administrator(s) shall implement the procurement process according to the statutes, ordinances and rules governing procurement of consultants by the Project Administrator(s), and notify the Procurement Committee of the outcome of the same so that the Procurement Committee can select the technical consultant. If the Procurement Committee selects the technical consultant, the Project Administrator(s) is bound by the Procurement Committee's decision. If the Procurement Committee fails to select or reject a technical consultant within forty-five (45) days after the Project Administrator(s) notifies the Procurement Committee of the results of the procurement process, then the Project Administrator(s) shall select the technical consultant, which shall be deemed approved by the Procurement Committee by default. Once the technical consultant is selected, the Project Administrator shall procure and contract with the technical consultant to implement the Routing Study and/or the Scope(s) of Work. The Administrator shall administer the contract(s) with the technical consultant.

4.7 In discharging its responsibilities the Project Administrator shall, acting through its Project Manager, and in accordance with this Agreement:

4.7.1 Prepare and publish meeting notices for the Procurement Committee.

4.7.2 Prepare and distribute meeting agendas and draft meeting minutes to the Procurement Committee.

- 4.7.3 Defend any challenge or protest filed with regards to procurement decisions made by the Project Administrator pursuant to this Agreement, including the retention of outside counsel to defend the action.
- 4.7.4 Prepare and execute contract(s) with technical consultant(s) and other professional(s).
- 4.7.5 Manage the activities of the technical consultant(s) or other professional(s) to assure that the contract requirements are met.
- 4.7.6 Solicit and approve the TCR/SJR Finished Water Transmission Line Project PDR(s), the TCR/SJR Raw Water Transmission Line Project PDR(s) and any amendments thereto.
- 4.7.7 Solicit and approve the Bidding Budget, Design Budget and Construction Budgets for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project.
- 4.7.8 Solicit and approve construction bids and approve construction contracts for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water.
- 4.7.9 At a frequency mutually agreed to by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties, provide the Project Representatives a detailed report, including any necessary backup documentation required by the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties as to the status of deliverables and expenditures, including project schedules and expenditures for the next month.
- 4.7.10 Manage the review of interim and final deliverables.

- 4.7.11 Coordinate regularly with the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties.
- 4.7.12 Initiate and process funding requests to the participating Parties for implementation of the Routing Study, provided such costs requests are cumulatively less than the TEC.
- 4.7.13 Establish the TCR/SJR Finished Water Transmission Line Project Charge for a TCR/SJR Finished Water Transmission Line Project, except the Routing Study, invoice any participating Finished Water Transmission Line Parties for their portion of the TCR/SJR Finished Water Transmission Line Project Charge and collect the TCR/SJR Finished Water Transmission Line Project Charge from the participating Finished Water Transmission Line Parties in accordance with Sections 14 and 15.
- 4.7.14 Establish the TCR/SJR Raw Water Transmission Line Project Charge for a TCR/SJR Raw Water Transmission Line Project, except the Routing Study, invoice any participating Raw Water Transmission Line Parties and collect the TCR/SJR Raw Water Transmission Line Project Charge from the participating Raw Water Transmission Line Parties in accordance with Sections 14 and 15.
- 4.7.15 Receive and account for funds received from the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties.
- 4.7.16 Process and pay invoices from consultants, other professionals and contractors.
- 4.7.17 Submit or modify applications for Environmental Permits necessary for the successful implementation of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project upon approval by the participating Finished Water Transmission Line Parties or

the participating Raw Water Transmission Line Parties using the Weighted Vote Method. Respond to request for additional information or clarification from regulatory agencies and provide information as needed to finalize necessary Environmental Permit applications and obtain Environmental Permits upon approval by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method. The Project Manager and Project Representatives for each TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project shall jointly develop the applications for the necessary Environmental Permits and any responses to requests for additional information or clarification from regulatory agencies.

4.7.18 Acquire real property interests for each TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, upon approval by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method.

4.7.19 Communicate with regulatory agencies and other interested persons and attend meetings as needed for implementation of the work under this Agreement. The Project Manager shall give the Project Representatives participating in a TCR/SJR Finished Water Transmission Line Project or the Project Representatives participating in a TCR/SJR Raw Water Transmission Line Project advance notice and the opportunity to attend any such meetings.

4.7.20 Negotiate the terms of any Environmental Permit or permit conditions necessary for the successful implementation of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project with the regulatory agencies jointly with the Project Representatives,

subject to approval by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method.

- 4.7.21 Defend any challenge or protest filed with regards to any Environmental Permits necessary to successfully implement a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, in coordination with the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties.
- 4.7.22 Undertake legal actions, as necessary to further the work authorized under this Agreement with the approval of the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method.
- 4.7.23 No later than sixty (60) days after completion of a TCR/SJR Finished Water Transmission Line Project, a TCR/SJR Raw Water Transmission Line Project or termination of this Agreement, whichever is applicable, the Project Administrator(s) shall provide the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties with an accounting of the expenditures of funds and shall reimburse to the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties any unexpended funds contributed by each of the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties.
- 4.7.24 Coordinate regularly with the TCR/SJR Project Administrators to facilitate and maintain the connection of the TCR/SJR Finished Water Transmission Line Project(s) and the TCR/SJR Raw Water Transmission Line Project(s) to their respective Dyal POC(s) and Phase 4 POC(s) in support of the Wholesale Water Supply Contract.

4.7.25 Measure delivery of Finished Water and/or Raw Water to the Delivery Points and report this information to the TCR/SJR Project Administrators by the 5th day of each month or such other deadline as specified in the Wholesale Water Supply Contract.

5. FUNDING.

5.1 The TEC for the Routing Study shall not exceed \$100,000.00 The participating Parties agree to fund the TEC according to the Cost Allocations shown in the table set forth below. Amendments to the TEC are subject to Consensus approval by the participating Parties. Any amendments to the TEC for the Routing Study shall be reflected by written agreement executed by the participating Parties.

Finished Water Transmission Line Party	Percent (%)	Cost Allocation (\$)
OUC	30%	\$30,000
TWA	10%	\$10,000
ECFS	60%	\$60,000
Total	100%	\$100,000

5.2 The participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will be assigned a portion of the Capital Cost for the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project in proportion to the Weighted Capacity Allotment held by each of the participating Finished Water Transmission Line Parties or Raw Water Transmission Line Parties in said projects. Each participating Finished Water Transmission Line Party or Raw Water Transmission Line Party shall pay its portion of the Capital Cost. The payment of a participating Finished Water Transmission Line Party's or a participating Raw Water Transmission Line Party's portion of the Capital Cost shall be made to the Project Administrator in full up-

on reasonable notice by the Project Administrator according to a schedule approved by a Weighted Vote of the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties for a TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, whichever comes first.

- 5.3 The Project Administrator shall establish a TCR/SJR Finished Water Transmission Line Project Charge to pay for the development, construction, expansion, operation and maintenance of a TCR/SJR Finished Water Transmission Line Project, except the Routing Study; invoice any participating Finished Water Transmission Line Parties for their portion of the TCR/SJR Finished Water Transmission Line Project Charge; and, collect the TCR/SJR Finished Water Transmission Line Project Charge from the participating Finished Water Transmission Line Parties, as set forth in Sections 14 and 15.
- 5.4 The Project Administrator shall establish a TCR/SJR Raw Water Transmission Line Project Charge to pay for the development, construction, expansion, operation and maintenance of a TCR/SJR Raw Water Transmission Line Project, except the Routing Study; invoice any participating Raw Water Transmission Line Parties for their portion of the TCR/SJR Raw Water Transmission Line Project Charge; and, collect the TCR/SJR Raw Water Transmission Line Project Charge from the participating Raw Water Transmission Line Parties, as set forth in Sections 14 and 15.
- 5.5 The Project Administrator and Project Representatives may decide to use information previously prepared by a consultant or entity employed by one or more participating Finished Water Transmission Line Parties or participating Raw Water Transmission Line Parties. In such case, the Finished Water Transmission Line Party or the Raw Water Transmission Line Party, who paid for such information shall be reimbursed or credited by the other participating Finished Water Transmission Line Parties or the other participating Raw Water Transmission Line Parties for the actual reasonable cost of such information by the participating Fin-

ished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method.

6. SELECTION OF POTENTIAL FINISHED/RAW WATER TRANSMISSION LINE ROUTES.

- 6.1 The Project Administrator shall contract with the technical consultant selected by the Procurement Committee to perform the Routing Study, including a report to the participating Project Representatives consistent with **Exhibit B** evaluating the 528 Alternative, the Wellfield/Wewahootee Alternative, the County Line Alternative and any other route(s) identified by the consultant. The evaluation and report shall be completed no later than one hundred eighty (180) days from the date the Project Administrator enters into a contract with the technical consultant. Copies of the report shall be provided to each of the participating Parties by the Project Administrator.
- 6.2 The Water Suppliers, excluding Cocoa, shall convene no later than thirty (30) days following receipt of the report evaluating potential transmission line routes by the participating Parties in an effort to agree by Consensus to a route(s) for the TCR/SJR Finished Water Transmission Line Project(s) and the TCR/SJR Raw Water Transmission Line Project(s).
- 6.3 In the event the Water Suppliers, excluding Cocoa, cannot agree by Consensus to a route(s) for a specific TCR/SJR Finished Water Transmission Line Project(s) or a specific TCR/SJR Raw Water Transmission Line Project(s) within sixty (60) days from receipt of the Routing Study report by the participating Parties, then each Water Supplier, excluding Cocoa, may independently or in combination with other Water Suppliers, excluding Cocoa, pursue its own TCR/SJR Finished Water Transmission Line Project(s) or its own TCR/SJR Raw Water Transmission Line Project(s), as long as these projects are located on one of the route's identified in **Exhibit A** or another route approved by FRI.

- 6.4 The Water Suppliers, excluding Cocoa, may select the same route for multiple TCR/SJR Finished Water Transmission Line Projects and multiple TCR/SJR Raw Water Transmission Line Projects.

7. POST-ROUTE SELECTION PROCESS.

- 7.1 Upon selection of the route(s) for each TCR/SJR Finished Water Transmission Line Project and each TCR/SJR Raw Water Transmission Line Project by the Water Suppliers pursuant to Section 6, they shall implement the selected TCR/SJR Finished Water Transmission Line Project(s) and the selected TCR/SJR Raw Water Transmission Line Project(s) according to the procedures set forth in Section 7.
- 7.2 At this time, OCU intends to pursue the 528 Alternative. In the event the 528 Alternative is selected as the route of a TCR/SJR Finished Water Transmission Line Project, a TCR/SJR Raw Water Transmission Line Project or both:
- 7.2.1 OCU will be the Project Administrator, if it is a participating Finished Water Transmission Line Party or a participating Raw Water Transmission Line Party.
- 7.2.2 The participating Finished Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in a TCR/SJR Finished Water Transmission Line, but the diameter and peaking factor for each TCR/SJR Finished Water Transmission Line shall be decided by Consensus of the participating Finished Water Transmission Line Parties.
- 7.2.3 The participating Raw Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in a TCR/SJR Raw Water Transmission Line, but the diameter and peaking factor for each TCR/SJR Raw Water Transmission Line shall be decided by Consensus of the participating Raw Water Transmission Line Parties.

- 7.2.4 Each participating Finished Water Transmission Line Party and each participating Raw Water Transmission Line Party shall identify its Delivery Point(s) connecting directly to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. Moreover a Finished Water Transmission Line Party or a Raw Water Transmission Line Party can decide either individually or in conjunction with another Finished Water Transmission Line Party or Raw Water Transmission Line Party to construct a pipeline(s) from its Delivery Point(s) to its water supply system at the Finished Water Transmission Line Party's or Raw Water Transmission Line Party's sole expense. Alternatively, a participating Finished Water Transmission Line Party or participating Raw Water Transmission Line Party can decide to connect to a participating Finished Water Transmission Line Party's water supply system to obtain its share of water from the TCR/SJR Project via that connection, by mutual agreement of the participating Parties. Delivery Point(s) shall be constructed at the sole cost of each Finished Water Transmission Line Party or each Raw Water Transmission Line Party.
- 7.2.5 The Project Administrator will oversee and implement the design, permitting, construction, operation and maintenance of any TCR/SJR Finished Water Transmission Line or any TCR/SJR Raw Water Transmission Line constructed along the 528 Alternative route.
- 7.2.6 Each participating Finished Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Finished Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Finished Water Transmission Line Project, as specified in Sections 14 and 15.
- 7.2.7 Each participating Raw Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of

the TCR/SJR Raw Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line Project, as specified in Sections 14 and 15.

7.3 In the event the Wellfield/Wewahootee Alternative is selected, as the route of a TCR/SJR Finished Water Transmission Line Project, a TCR/SJR Raw Water Transmission Line Project or both:

7.3.1 Cocoa will be the Project Administrator within the limits of Cocoa's existing wellfield. The participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall select a Project Administrator by Consensus for those segments of the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project located beyond the limits of Cocoa's existing wellfield.

7.3.2 The participating Finished Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in the TCR/SJR Finished Water Transmission Line, but the diameter and peaking factor for each TCR Finished Water Transmission Line shall be decided by Consensus of the Participating Finished Water Transmission Line Parties.

7.3.3 The participating Raw Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line, but the diameter and peaking factor for each TCR/SJR Raw Water Transmission Line shall be decided by Consensus of the participating Raw Water Transmission Line Parties.

7.3.4 Each participating Finished Water Transmission Line Party and each participating Raw Water Transmission Line Party shall identify its Delivery Point(s) connecting directly to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. Moreover

a Finished Water Transmission Line Party or a Raw Water Transmission Line Party can decide either individually or in conjunction with another Finished Water Transmission Line Party or Raw Water Transmission Line Party to construct a pipeline(s) from its Delivery Point(s) to its water supply system at the Finished Water Transmission Line Party's or Raw Water Transmission Line Party's sole expense. Alternatively, a participating Finished Water Transmission Line Party or participating Raw Water Transmission Line Party can decide to connect to a participating Finished Water Transmission Line Party's water supply system to obtain its share of water from the TCR/SJR Project via that connection, by mutual agreement of the participating Parties. Delivery Point(s) shall be constructed at the sole cost of each Finished Water Transmission Line Party or each Raw Water Transmission Line Party.

- 7.3.5 The Project Administrators will oversee and implement the design, permitting, construction, operation and maintenance of any TCR/SJR Finished Water Transmission Line or any TCR/SJR Raw Water Transmission Line constructed along the Wellfield/Wewahootee Alternative route.
- 7.3.6 Each participating Finished Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Finished Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Finished Water Transmission Line Project, as specified in Sections 14 and 15.
- 7.3.7 Each participating Raw Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Raw Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line Project, as specified in Sections 14 and 15.

- 7.4 In the event the County Line Alternative route or a route other than the 528 Alternative or the County Line Alternative is selected as the route of a TCR/SJR Finished Water Transmission Line Project, a TCR/SJR Raw Water Transmission Line Project or both:
- 7.4.1 The participating Finished Water Transmission Line Parties and Raw Water Transmission Line Parties will select a Project Administrator by Consensus.
- 7.4.2 The participating Finished Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in a TCR/SJR Finished Water Transmission Line Project, but the diameter and peaking factor for each TCR/SJR Finished Water Transmission Line shall be decided by Consensus of the participating Finished Water Transmission Line Parties.
- 7.4.3 The participating Raw Water Transmission Line Parties shall decide as to their respective Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line, but the diameter and peaking factor for each TCR/SJR Raw Water Transmission Line shall be decided by Consensus of the participating Raw Water Transmission Line Parties.
- 7.4.4 Each participating Finished Water Transmission Line Party and each participating Raw Water Transmission Line Party shall identify its Delivery Point(s) connecting directly to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. Moreover a Finished Water Transmission Line Party or a Raw Water Transmission Line Party can decide either individually or in conjunction with another Finished Water Transmission Line Party or Raw Water Transmission Line Party to construct a pipeline(s) from its Delivery Point(s) to its water supply system at the Finished Water Transmission Line Party's or Raw Water Transmission Line Party's sole expense. Alternatively, a participating Fin-

ished Water Transmission Line Party or participating Raw Water Transmission Line Party can decide to connect to a participating Finished Water Transmission Line Party's water supply system to obtain its share of water from the TCR/SJR Project via that connection, by mutual agreement of the participating Parties. Delivery Point(s) shall be constructed at the sole cost of each Finished Water Transmission Line Party or each Raw Water Transmission Line Party.

7.4.5 The Project Administrator will oversee and implement the design, permitting, construction, operation and maintenance of any TCR/SJR Finished Water Transmission Line or any TCR/SJR Raw Water Transmission Line constructed along the County Line Alternative route.

7.4.6 Each participating Finished Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Finished Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Finished Water Transmission Line Project, as specified in Sections 14 and 15.

7.4.7 Each participating Raw Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Raw Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line Project, as specified in Sections 14 and 15.

7.5 In the event that a route is selected and implemented by only one Finished Water Transmission Line Party or one Raw Water Transmission Line Party, other than that Finished Transmission Line Party's or Raw Water Transmission Line Party's notifying the other Finished Water Transmission Line Parties or Raw Water Transmission Line Parties of its the selection of the identified route and its intention to serve as Project Administrator of the selected route, the provisions of Sections 7.2-7.4 are not applicable.

- 7.6 Any Party can decide to connect to any other Party's water supply system to obtain its share of water from the TCR/SJR Project via that connection, by mutual agreement.

8. PROJECT DESIGN.

- 8.1 Upon completion of the steps identified in Sections 6 and 7, the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall convene to develop Scope(s) of Work by the Weighted Vote Method to complete the design of the TCR/SJR Finished Water Transmission Line Project, the design of the TCR/SJR Raw Water Transmission Line Project and the acquisition of any necessary real property interests in consideration of the selected transmission line route. These Scope(s) of Work shall include consideration of the total Weighted Capacity Allotments for the participating Finished Water Transmission Line Parties and the total Weighted Capacity Allotments for the participating Raw Water Transmission Line Parties, technical considerations of compatibility of the TCR/SJR Finished Water Transmission Line Project and the TCR/SJR Raw Water Transmission Line Project with the existing water distribution and treatment facilities of each of the participating Finished Water Transmission Line Parties and each of the participating Raw Water Transmission Line Parties, and other factors identified by the participating Finished Water Transmission Line Parties and participating Raw Water Transmission Line Parties.
- 8.2 Each TCR/SJR Finished Water Transmission Line Project and TCR/SJR Raw Water Transmission Line Project shall be designed in accordance with the Scope(s) of Work developed pursuant to Section 8.1. All project design costs associated with a TCR/SJR Finished Water Transmission Line Project(s) shall be funded as a Capital Cost by each participating Finished Water Transmission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15. All project design costs associated with a TCR/SJR Raw Water Transmission Line Project(s) shall be funded as a Capital Cost by each participating Raw Water Trans-

mission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15.

- 8.3 For any design work implemented for a TCR/SJR Finished Water Transmission Line Project(s) or any design work implemented for a TCR/SJR Raw Water Transmission Line Project(s), as a result of the Scope of Work development pursuant to Section 8.1, the Project Administrator will procure a consultant to prepare a TCR/SJR Finished Water Transmission Line Project PDR or a TCR/SJR Raw Water Transmission Line Project PDR to implement a TCR/SJR Finished Water Transmission Line Project or selected components thereof or implement a TCR/SJR Raw Water Transmission Line Project or selected components thereof. The procurement process shall be consistent with Section 4.6. When the consultant has prepared the TCR/SJR Finished Water Transmission Line Project PDR or the TCR/SJR Raw Water Transmission Line PDR, the Project Administrator will present same to the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties for approval by the Weighted Vote Method. The participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties may consider the same, direct changes needed, if any, and shall approve the TCR/SJR Finished Water Transmission Line Project PDR and a Design Budget or the TCR/SJR Raw Water Transmission Line Project PDR and a Design Budget by the Weighted Vote Method.
- 8.4 After approval of the TCR/SJR Finished Water Transmission Line Project PDR, the TCR/SJR Raw Water Transmission Line Project PDR and their respective Design Budgets, the Project Administrator will procure one or more consultants to prepare a final design for the TCR/SJR Finished Water Transmission Line Project or selected components thereof or the TCR/SJR Raw Water Transmission Line Project or selected components thereof based upon the respective approved TCR/SJR Finished Water Transmission Line Project PDR and the approved TCR/SJR Raw Water Transmission Line Project PDR. The Project Administrator

will manage the preparation of the final design(s) of the TCR/SJR Finished Water Transmission Line Project and the TCR/SJR Raw Water Transmission Line Project. The final design(s) must be based upon the applicable approved TCR/SJR Finished Water Transmission Line Project PDR and the applicable approved TCR/SJR Raw Water Finished Water Transmission Line Project PDR. The Project Administrator will inform the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties at the completion of each final design draft (e.g., 60% and 90% completion intervals) and whether the overall final design contains one or more Substantial Deviations from the applicable TCR/SJR Finished Water Transmission Line Project PDR or the applicable TCR/SJR Raw Water Transmission Line Project PDR. Any Substantial Deviation of the overall final design from the PDR must be approved by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties by the Weighted Vote Method. Upon completion of the one hundred (100%) percent level of the final design, the Project Administrator will present same to the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties for approval by the Weighted Vote Method. The participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will consider the same, direct changes needed, if any, and shall approve the final design along with the Bidding Budget for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project by the Weighted Vote Method.

9. ACQUISITION OF LANDS, EASEMENTS, AND RIGHTS-OF-WAY.

- 9.1 The Project Administrator for each TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project shall be responsible for the acquisition of the lands necessary to construct and operate any TCR/SJR Fin-

ished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project.

- 9.2 Any costs incurred in acquiring lands required for a TCR/SJR Finished Water Transmission Line Project shall be funded as a Capital Cost by each participating Finished Water Transmission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15.
- 9.3 Any costs incurred in acquiring lands required for a TCR/SJR Raw Water Transmission Line Project shall be funded as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15.
- 9.4 Each Finished Water Transmission Line Party and each Raw Water Transmission Line Party shall own an undivided, proportionate share in all easement rights over lands acquired pursuant to this Agreement equal to its Weighted Capacity Allotment in its respective TCR/SJR Finished Water Transmission Line Project or its respective TCR/SJR Raw Water Transmission Line Project. In the event the Wellfield/Wewahootee Alternative is selected as a transmission line route, then Cocoa's existing easements (as may be amended, renewed or substituted) in the existing wellfield will be utilized and no additional land interest shall be acquired by the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties for those portions of the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project crossing Cocoa's wellfield.
- 9.5 Any easement interests from FRI necessary to construct and operate a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project shall be acquired according to the process provided for in the General Implementation Agreement, except that the easement for each TCR/SJR Finished Water Transmission Line Project and each TCR/SJR Raw Water Transmission Line Project will be granted by FRI to all the participating Finished Water Transmission Line Parties and all the participating Raw Water Transmission Line

Parties so that each Party shall own an undivided, proportionate share of the easement equal to its Weighted Capacity Allotment in its respective TCR/SJR Finished Water Transmission Line Project or its respective TCR/SJR Raw Water Transmission Line Project.

9.5.1 Easements for any route, whether for TCR/SJR Finished Water Transmission Line Project(s) and/or TCR/SJR Raw Water Transmission Line Project(s) cumulatively shall be no wider than one hundred (100) feet per route, unless otherwise consented to by FRI. If site conditions, such as hydrologic, geologic or environmental conditions make it impracticable or cost prohibitive to comply with this constraint, then FRI shall not unreasonably withhold its consent. Additionally, in determining the route width, the participating Finished Water Transmission Line Parties and/or participating Raw Water Transmission Line Parties shall not consider any use except those associated with the proposed TCR/SJR Finished Water Transmission Line Project or proposed TCR/SJR Raw Water Transmission Line Project.

9.5.2 Where a route runs along a road right of way (ROW) or a FRI property boundary, the route shall abut such ROW or property boundary, leaving no space between the edge of the route and the edge of the ROW or property boundary, unless consented to by FRI. If site conditions, such as hydrologic, geologic or environmental conditions make it impracticable or cost prohibitive to comply with this constraint, then FRI shall not unreasonably withhold its consent.

9.6 FRI's agreements, commitments, obligations and representations under the Agreement shall run with and are appurtenant to the real property owned by FRI as described on Exhibit A of the Notice of Agreement referenced in the General Implementation Agreement and shall bind any subsequent owner of that real

property owned by FRI or any portion thereof, as set forth in the General Implementation Agreement.

10. PROJECT CONSTRUCTION.

- 10.1 With the exception of the Wellfield/Wewahootee Alternative, there will only be one Project Administrator responsible for construction of all components of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. In the case of the Wellfield/Wewahootee Alternative, Cocoa shall be the Project Administrator responsible for construction of all components of any TCR/SJR Finished Water Transmission Line Project and TCR/SJR Raw Water Transmission Line Project located within the Cocoa wellfield area and there could be another Project Administrator responsible for construction of all components of any TCR/SJR Finished Water Transmission Line Project and any TCR/SJR Raw Water Transmission Line Project located outside the Cocoa wellfield area.
- 10.2 All construction of a TCR/SJR Finished Water Transmission Line Project(s) shall be funded as Capital Cost by each participating Finished Water Transmission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15. Each participating Finished Water Transmission Line Party shall own an undivided share in each specific TCR/SJR Finished Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the specific TCR/SJR Finished Water Transmission Line Project.
- 10.3 All construction of a TCR/SJR Raw Water Transmission Line Project(s) shall be funded as Capital Cost by each participating Raw Water Transmission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15. Each participating Raw Water Transmission Line Party shall own an undivided share in each specific TCR/SJR Raw Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the specific TCR/SJR Raw Water Transmission Line Project.

10.4 After the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties approve by the Weighted Vote Method the final design and Bidding Budget for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, the Project Administrator will procure bids from contractors to construct the pipeline, pipeline segments and associated infrastructure according to the applicable law governing procurement by the Project Administrator. If there are one or more qualified bidders at or below the approved Bidding Budget, the Project Administrator will select the best qualified bidder and accept the bid and the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will approve a Construction Budget by the Weighted Vote Method. If the Project Administrator receives no qualified bids at or below the Bidding Budget, then the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will decide by the Weighted Vote Method whether to accept the bids. If the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties decide to accept a bid, they will also approve a Bidding Budget by the Weighted Vote Method. The Project Administrator shall then accept the bid and the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall also approve a Construction Budget by the Weighted Vote Method. If the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties decide to reject the bid by the Weighted Vote Method, then the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will decide by the Weighted Vote Method whether to proceed with the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project and, if the decision is made to proceed, then the TCR/SJR Finished Water Transmission Line Project or the

TCR/SJR Raw Water Transmission Line Project shall be re-bid as specified in this Section 10.4.

- 10.5 After the acceptance of bids and establishment of the Construction Budget for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, as specified in Section 10.4, the Project Administrator will proceed with construction of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. The Project Administrator will make all decisions regarding construction so long as such decisions do not constitute a Substantial Deviation from the approved final design. The Project Administrator will update the Finished Water Transmission Line Parties and the Raw Water Transmission Line Parties monthly as to the status of construction. If during construction one or more change orders are needed that will exceed the amount of the Construction Budget, the Project Administrator must submit the change order(s) to the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties for a decision using the Weighted Vote Method. The participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties must either approve and increase the amount of the Construction Budget or reject the change order(s).

11. PROJECT PERMITTING.

- 11.1 The Project Administrator(s) shall be responsible for acquisition of all Environmental Permits necessary to construct and operate all components of its specific TCR/SJR Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project.
- 11.2 All Environmental Permit expenses associated with each specific TCR/SJR Finished Water Transmission Line Project shall be funded as either Capital Cost or Operation and Maintenance Cost, as determined by the Project Administrator, by each participating Finished Water Transmission Line Party. If funded as a Capi-

tal Cost, the Environmental Permit expenses will be governed by Section 5.2. The permitting expenses shall be paid, as specified in Sections 14 and 15.

- 11.3 All Environmental Permit expenses associated with each specific TCR/SJR Raw Water Transmission Line Project shall be funded as either Capital Cost or Operation and Maintenance Cost, as determined by the Project Administrator, by each participating Raw Water Transmission Line Party. If funded as a Capital Cost, the permitting expenses will be governed by Section 5.2. The permitting expenses shall be paid, as specified in Sections 14 and 15.

12. PROJECT OPERATIONS AND MAINTENANCE.

- 12.1 The Project Administrator(s) shall be responsible for operation and maintenance of all components of its specific TCR/SJR Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project. The Project Administrator shall at all times operate and maintain its specific TCR/SJR Finished Water Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project in accordance with Prudent Utility Practices. The Project Administrator shall provide sufficient personnel, with appropriate expense to undertake all regulatory requirements, including, but not limited to those imposed by any Environmental Permit, United States Environmental Protection Agency, the United States Army Corps of Engineers, the Florida Department of Environmental Protection, the Florida Department of Health and the SJRWMD with regards to all components of its specific TCR/SJR Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project. If new regulatory requirements necessitate capital improvements, the Project Administrator shall take all necessary actions in conjunction with the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties to accomplish the same. The Project Administrator shall be responsible for all Environmental Permit violations, including compliance costs or penalties assessed for same, which arise out of the day-to-day op-

erations of its specific TCR/SJR Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project, or the failure of the Project Administrator to comply with any requirement imposed by any regulatory agency in any consent order or Environmental Permit. The Project Administrator shall maintain adequate catastrophic insurance covering its specific TCR/SJR Finished Water Transmission Line Project and its specific TCR/SJR Raw Water Transmission Line Project on such terms as may be established by the Project Administrator. These costs may be passed through to the participating Finished Water Transmission Line Parties in the case of any TCR/SJR Finished Water Transmission Line Project and to the participating Raw Water Transmission Line Parties in the case of any TCR/SJR Raw Water Transmission Line Project, as an Operation and Maintenance Cost.

12.2 All Operations and Maintenance Costs associated with a TCR/SJR Finished Water Transmission Line Project shall be funded by each Finished Water Transmission Line Party, as specified in Sections 14 and 15.

12.3 All Operations and Maintenance Costs associated with a TCR/SJR Raw Water Transmission Line Project shall be funded by each Raw Water Transmission Line Party, as specified in Sections 14 and 15.

13. METERING FACILITIES.

13.1 Delivery Points. Meters shall be installed, maintained and owned by the Project Administrator at each Delivery Point for its specific TCR/SJR Finished Water Transmission Line Project and/or specific TCR/SJR Raw Water Transmission Line. The type of Meter installed at each Delivery Point shall be selected at the Project Administrator's discretion, subject to compliance with industry standards for similar Meters.

13.2 Measuring Quantity of Water Delivered. The quantity of water delivered to each Delivery Point(s) will be measured by the Project Administrator responsible for

the specific TCR/SJR Finished Water Transmission Line Project or the specific TCR/SJR Raw Water Transmission Line Project.

- 13.3 Inspection and Calibration of Meters. Each Meter shall be inspected and calibrated annually and a report shall be prepared at the conclusion of each inspection/calibration detailing the condition and accuracy of each Meter by the Project Administrator and delivered to the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties. Each inspection/calibration of the Meters shall be performed by a certified, competent person. Upon request of a Finished Water Transmission Line Party in the case of a TCR/SJR Finished Water Transmission Line Project or a Raw Water Transmission Line Party in the case of a TCR/SJR Raw Water Transmission Line Project, the Project Administrator shall make arrangements for a test of a Meter installed at the Delivery Point by an independent testing entity agreeable to the requesting Finished Water Transmission Line Party or the requesting Raw Water Transmission Line Party. All costs and expenses shall be borne by the Finished Water Transmission Line Party or the Raw Water Transmission Line Party requesting the test, unless the Meter is found to be inaccurate beyond the accuracy specified in AWWA Manual of Practice M6, as amended from time to time, in which case, the cost and expense of the test shall be borne by the Project Administrator and such cost may not be passed along to the Finished Water Transmission Line Party as part of the TCR/SJR Finished Water Transmission Line Project Charge or the Raw Water Transmission Line Party as part of the TCR/SJR Raw Water Transmission Line Project Charge.
- 13.4 Meter Inaccuracy. Should the Meter be determined to be inaccurate beyond the accuracy specified in AWWA Manual of Practice M6, as amended from time to time, the Project Administrator shall repair, recalibrate or replace the malfunctioning Meter at its earliest convenience recognizing that time is of the essence. Additionally, the Meter shall be assumed to have been inaccurate half way since

the last inspection/calibration and the following month's billing of the TCR/SJR Finished Water Transmission Line Project Charge and/or TCR/SJR Raw Water Transmission Line Project Charge will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the Finished Water Transmission Line Party or to the Raw Water Transmission Line Party for metered flow for that period.

14. TCR/SJR FINISHED WATER TRANSMISSION LINE PROJECT CHARGE AND TCR/SJR RAW WATER TRANSMISSION LINE PROJECT CHARGE. For each Fiscal Year, the Finished Water Transmission Line Parties shall pay their Project Administrator their applicable TCR/SJR Finished Water Transmission Line Project Charge and the Raw Water Transmission Line Parties shall pay their Project Administrator their applicable TCR/SJR Raw Water Transmission Line Project Charge, as follows:

14.1 General. The TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall be sufficient to pay their respective Fixed Operation and Maintenance Costs, Renewal and Replacement Cost and Variable Operation and Maintenance Costs, as required for the upcoming Fiscal Year. The TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall each consist of a Base Charge and a Variable Charge. Both the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall each be computed in the manner specified in Section 14.3 prior to the upcoming Fiscal Year and the participating Finished Water Transmission Line Parties and participating Raw Water Transmission Line Parties shall be notified of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge, respectively, in the manner provided in Section 14.2. Establishment of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall be made by the Project Administrator and the Project Ad-

ministrator's decision shall not be subject to supervision or regulation by any commission, board, bureau, municipality, county or political subdivision of the State of Florida, except its own governing body, provided however, the TCR/SJR Finished Water Transmission Line Project Charge must be established in strict compliance with this Agreement.

- 14.2 Notification of TCR/SJR Finished Water Transmission Line Project Charge and TCR/SJR Raw Water Transmission Line Project Charge. On or before May 15, prior to the Fiscal Year after selection of a TCR/SJR Finished Water Transmission Line Project route and of a TCR/SJR Raw Water Transmission Line Project route, and every May 15 thereafter, the Project Administrator shall notify the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties of their respective preliminary TCR/SJR Finished Water Transmission Line Project Charge and preliminary TCR/SJR Raw Water Transmission Line Project Charge for the upcoming Fiscal Year. The preliminary TCR/SJR Finished Water Transmission Line Project Charge and the preliminary TCR/SJR Raw Water Transmission Line Project Charge shall each be accompanied by a report detailing the manner in which the preliminary TCR/SJR Finished Water Transmission Line Project Charge and the preliminary TCR/SJR Raw Water Transmission Line Project Charge were computed for the upcoming Fiscal Year. On or before July 30 prior to the Fiscal Year after selection of a TCR/SJR Finished Water Transmission Line Project route and a TCR/SJR Raw Water Transmission Line Project route, and every July 30 thereafter, the Project Administrator shall notify the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission of the final TCR/SJR Finished Water Transmission Line Project Charge and the final TCR/SJR Raw Water Transmission Line Project Charge for the upcoming Fiscal Year.
- 14.3 Establishment of TCR/SJR Finished Water Transmission Line Project Charge and TCR/SJR Raw Water Transmission Line Project Charge. The TCR/SJR Finished Wa-

ter Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall be established by the Project Administrator as follows:

14.3.1 The Project Administrator shall determine the Fixed Operation and Maintenance Cost, the Renewal and Replacement Cost and the Variable Operation and Maintenance Cost required to meet the cash needs of the TCR/SJR Finished Water Transmission Line Project and the TCR/SJR Raw Water Finished Water Project for the upcoming Fiscal Year.

14.3.2 The Base Charge shall be computed as follows:

14.3.2.1 The Base Charge shall consist of the total of the Fixed Operation and Maintenance Cost and Renewal and Replacement Cost determined pursuant to Section 14.3.1. The Base Charge for each participating Finished Water Transmission Line Party and participating Raw Water Transmission Line Party shall be computed based upon each participating Finished Water Transmission Line Party's and Raw Water Transmission Line Party's Weighted Capacity Allotment in their respective TCR/SJR Finished Water Transmission Line Project and TCR/SJR Raw Water Transmission Line Project. For example, if either a Finished Water Transmission Line Party's or a Raw Water Transmission Line Party's Weighted Capacity Allotment in their respective TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project is thirty (30%) percent, then that Finished Water Transmission Line Party or Raw Water Transmission Line Party would be responsible for paying thirty (30%) percent of the Base Charge.

14.3.2.2 The Base Charge computed for each Finished Water Transmission Line Party and each Raw Water Transmission Line Party pursuant to Sections 14.3.2.1 and 14.3.2.2 shall be increased

by any underpayment or decreased by any overpayment determined pursuant to Section 14.5.

14.3.3 Calculation of Variable Rate. The Variable Rate shall be computed as the Variable Operation and Maintenance Cost determined pursuant to Section 14.3.1 divided by the quantity of Finished Water the Project Administrator estimates will pass through the total of all the Delivery Points for the TCR/SJR Finished Water Transmission Line Project during the upcoming Fiscal Year and expressed as a cost per thousand (1,000) gallons of Finished Water or the Variable Operation and Maintenance Cost determined pursuant to Section 14.3.1 divided by the quantity of Raw Water the Project Administrator estimates will pay through the total of all Delivery Points for the TCR/SJR Raw Water Transmission Line Project during the upcoming Fiscal Year expressed as a cost per thousand (1,000) gallons of Raw Water.

14.4 Payment of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge. For each Fiscal Year, the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall pay their respective TCR/SJR Finished Water Transmission Line Project Charge or TCR/SJR Raw Water Transmission Line Project Charge, as follows:

14.4.1 The participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall pay their individual Base Charge as specified in Section 14.3.2 in twelve (12) equal monthly payments on or before the 1st day of each calendar month starting on October 1 and ending on the following September 1.

14.4.2 The participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall pay their Variable Charge on a monthly basis. Each Finished Water Transmission Line Party's

and Raw Water Transmission Line Party's monthly payment shall be determined by multiplying the actual total amount of water that flowed through the Finished Water Transmission Line Party's Delivery Point(s) or the Raw Water Transmission Line Party's Delivery Point(s) during the prior calendar month by the Variable Rate calculated as specified in Section 14.3.3.

- 14.5 Accounting, Audits and Adjustments for Actual Expenses and Water Use. The Project Administrator shall maintain accounts and records of actual total water flow through each participating Finished Water Transmission Line Party's Delivery Point(s), each participating Raw Water Transmission Line Party's Delivery Point(s), all revenue received from all sources to meet the cash needs of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project and the actual Fixed Operation and Maintenance Costs, Renewal and Replacement Cost and Variable Operation and Maintenance Costs incurred with respect to the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. On or before each April 1, beginning on the April 1 immediately following the Fiscal Year in which a TCR/SJR Finished Water Transmission Line Project Charge was paid by the participating Finished Water Transmission Line Parties or a TCR/SJR Raw Water Transmission Line Project Charge was paid by the participating Raw Water Transmission Line Parties, the Project Administrator shall complete an audit of the aforesaid records and accounts and determine what should have been the TCR/SJR Finished Water Transmission Line Project Charge for each Finished Water Transmission Line Party based on actual water flow through the Delivery Point(s) and actual costs during the preceding Fiscal Year and what should have been the TCR/SJR Raw Water Transmission Line Project Charge for each Raw Water Transmission Line Party based on actual water flow through the Delivery Point(s) and actual costs during the preceding Fiscal Year. Said audit shall be conducted by a certified public accounting firm. In the event the event the audit determines

an underpayment was made by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, then said underpayment shall be added to that Finished Water Transmission Line Party's Base Charge or that Raw Water Transmission Line Party's Base Charge for the upcoming Fiscal Year and paid in the manner specified in Section 14.4.1. If the audit determines that an overpayment was made to a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, then said overpayment shall be deducted from that Finished Water Transmission Line Party's or Raw Water Transmission Line Party's Base Charge for the upcoming Fiscal Year in the manner specified in Section 14.4.1. All underpayments and overpayments will be paid in equal monthly payments during the remainder of the current Fiscal Year.

15. BILLING, PAYMENT, SOURCE OF FUNDS AND RELATED MATTERS.

15.1 Billing and Payment. The Project Administrator shall invoice each participating Finished Water Transmission Line Party and each participating Raw Water Transmission Line Party for its Base Charge and Variable Charge on regular monthly intervals. The Meters shall be read and recorded on or about the last normal work day of the calendar month during which water flowed through the Delivery Point(s). Billing to each Finished Water Transmission Line Party and Raw Water Transmission Line Party shall be made on the 10th day of the following calendar month and payment to the Project Administrator shall be due by the 30th day of the month in which the statement was received. If the Base Charge, the Variable Charge or any portion thereof remains unpaid twenty-five (25) days following its due date, the Finished Water Transmission Line Party or Raw Water Transmission Line Party shall be charged with and pay to the Project Administrator interest on the amount unpaid from its due date until paid at the rate of eight percent (8%) per annum.

15.2 Irrevocable Commitment to Pay. The Finished Water Transmission Line Parties and the Raw Water Transmission Line Parties shall pay their respective Base

Charge and Variable Charge for every Fiscal Year throughout the term of the Agreement in the manner provided in Section 15.1. Said payments shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Project Administrator is undertaking the development, design, construction, expansion and the operation and maintenance of the TCR/SJR Finished Water Transmission Line Project and the TCR/SJR Raw Water Transmission Line Project on the representation, warranties and covenants of the Finished Water Transmission Line Parties and the Raw Water Transmission Line Parties to pay their respective TCR/SJR Finished Water Transmission Line Project Charge and TCR/SJR Raw Water Transmission Line Project Charge in a timely manner.

15.3 Source of Payment. The source of funds for payment of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall be the Enterprise Fund established by each Finished Water Transmission Line Party and each Raw Water Transmission Line Party or such other funds funded entirely by user fees. Each Finished Water Transmission Line Party and each Raw Water Transmission Line Party shall maintain an operation and maintenance account throughout the term of this Agreement. At all times during the terms of this Agreement, a Finished Water Transmission Line Party and a Raw Water Transmission Line Party shall pay their respective TCR/SJR Finished Water Transmission Line Project Charge and TCR/SJR Raw Water Transmission Line Project Charge from its operation and maintenance account.

15.4 Water Utility System Charges. Each Finished Water Transmission Line Party and each Raw Water Transmission Line Party shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their respective water utility systems to the extent necessary to fund the timely payment of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge.

15.5 Prohibition Against Indebtedness and Ad Valorem Taxes. The obligation of the Finished Water Transmission Line Parties to pay the TCR/SJR Finished Water Transmission Line Project Charge pursuant to this Agreement and the obligation of the Raw Water Transmission Line Parties to pay the TCR/SJR Raw Water Transmission Line Project Charge do not constitute general indebtedness of the Finished Water Transmission Line Parties or of the Raw Water Transmission Line Parties within the meaning of any constitutional, statutory or charter provision limiting the amount and nature of indebtedness that may be incurred by the Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties. Neither the Project Administrator nor any regional, state or federal agency providing cooperative funding to fund the development, design, construction, alteration, improvement, replacement, expansion or operation of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project shall have the right to require the Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties to exercise their ad valorem taxing power, if any, to pay their obligations and liabilities under this Agreement or to compel payment from any source, other than as indicated in Section 15.3.

16. WITHDRAWAL OF FINISHED WATER TRANSMISSION LINE PARTIES OR RAW WATER TRANSMISSION LINE PARTIES FROM THIS AGREEMENT. A Finished Water Transmission Line Party or a Raw Water Transmission Line Party may, at its option and upon written notice to the Project Administrator and all other Finished Water Transmission Line Parties or Raw Water Transmission Line Parties, as the case may be, withdraw from further participation in the Agreement, as follows:

16.1 If the withdrawal occurs prior to completion of the Routing Study, the withdrawing Party participating in the Routing Study shall no longer have any rights of participation in this Agreement. A withdrawing Party shall remain liable for payment of its share of all costs and expenses related to the Routing Study. Upon notice of withdrawal by a Party participating in the Routing Study, the Project Administra-

tor for the Routing Study shall suspend all work on the Routing Study, while the remaining Parties convene to discuss the continued feasibility of pursuing the Routing Study or whether the scope of the Routing Study need to be modified. If after ninety (90) days of receiving notice of the withdrawal by a Party participating in the Routing Study, the remaining Parties participating in the Routing Study do not decide by the Weighted Vote Method to terminate the Routing Study, then the Project Administrator shall move forward with completing the Routing Study.

- 16.2 If the withdrawal occurs prior to the payment by the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party of any Capital Costs necessary for permitting, design or construction of their TCR/SJR Finished Water Transmission Line Project or their TCR/SJR Raw Water Transmission Line Project, as the case may be, the withdrawing Finished Water Transmission Line Party or withdrawing Raw Water Transmission Line Party, as the case may be, shall no longer have any rights of participation in this Agreement, shall forfeit or surrender use of its Weighted Capacity Allotment in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, shall notify the appropriate regulatory agencies of its withdrawal from any Environmental Permits and any application for Environmental Permits obtained or applied for under this Agreement and shall file the necessary legal instruments confirming it no longer has any legal interests in any real property interests acquired pursuant to this Agreement. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall remain liable for payment of its share of all costs related to a contract between its Project Administrator and a third party, which had been executed prior to the Finished Water Transmission Line Party's or the Raw Water Transmission Line Party's withdrawal. Upon notice of withdrawal by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, the Project Administrator shall suspend all work on the TCR/SJR Finished Water Trans-

mission Line Project or the TCR/SJR Raw Water Transmission Line Project, while the remaining Finished Water Transmission Line Parties or Raw Water Transmission Line Parties convene to discuss the continued feasibility of pursuing the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. If after ninety (90) days of receiving notice of the withdrawal by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, the remaining Finished Water Transmission Line Parties and the remaining Raw Water Transmission Line Parties do not decide by the Weighted Vote Method to terminate work on the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, then the Project Administrator shall move forward with completing the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project and any projected costs attributed to the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall be re-allocated on a pro rata basis or as agreed by Consensus among the remaining Finished Water Transmission Line Parties participating in the TCR/SJR Finished Water Transmission Line Project or as agreed by Consensus among the remaining Raw Water Transmission Line Parties participating in the TCR/SJR Raw Water Transmission Line Project.

- 16.3 If the withdrawal occurs before completion of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, but after payment by the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party of any Capital Costs necessary for permitting, design or construction of their TCR/SJR Finished Water Transmission Line Project or their TCR/SJR Raw Water Transmission Line Project, as the case may be, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party, as the case may be, shall no longer have any rights of participation in this Agreement, shall forfeit or surrender use of its Weighted Capacity Allotment in its TCR/SJR Finished Water Trans-

mission Line Project or its TCR/SJR Raw Water Transmission Line Project and shall notify the appropriate regulatory agencies of its withdrawal from any Environmental Permits and any application for Environmental Permits obtained or applied for under this Agreement. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall remain liable for payment of its share of all costs related to a contract between its Project Administrator and a third party, which had been executed prior to the Finished Water Transmission Line Party's or the Raw Water Transmission Line Party's withdrawal. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall also remain liable for payment of its share of the Fixed Operation and Maintenance Costs and Renewal and Replacement Cost for its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, as long as it maintains an ownership interest in its TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project. Upon notice of withdrawal by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, the Project Administrator shall suspend all work on the TCR/SJR Finished Water Transmission Line Project or the Raw Water Transmission Line Project, while the remaining participating Finished Water Transmission Line Parties or participating Raw Water Transmission Line Parties convene to discuss the continued feasibility of pursuing the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. If after ninety (90) days of receiving notice of the withdrawal by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties do not decide by the Weighted Vote Method to terminate work on the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, then the Project Administrator shall move forward with completing, operating and maintaining the TCR/SJR Finished Water Trans-

mission Line Project or the TCR/SJR Raw Water Transmission Line Project. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall retain its ownership interest in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project until the remaining Finished Water Transmission Line Parties or remaining Raw Water Transmission Line Parties pay in full the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. Upon payment of the withdrawing Finished Water Transmission Line Party's or withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall transfer its Weighted Capacity Allotment and file the necessary legal instruments transferring its property interests in its TCR/SJR Finished Water Transmission Line Project or its Raw Water Transmission Line Project to the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties in proportion to their payment of the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. Until such payment is made none of the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties may use the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's Weighted Capacity Allotment in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. A

Party withdrawing under this Section 16.3 shall contemporaneously withdraw from the General Implementation Agreement. Failure to withdraw from the General Implementation Agreement shall render the withdrawal from this Agreement under this Section 16.3 void.

- 16.4 If the withdrawal occurs after completion of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party, as the case may be, shall no longer have any rights of participation in this Agreement, shall forfeit or surrender use of its Weighted Capacity Allotment in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project and shall notify the appropriate regulatory agencies of its withdrawal from any Environmental Permit and any application for Environmental Permit obtained or applied for under this Agreement. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall remain liable for payment of its share of the Fixed Operations and Maintenance Costs and Renewal and Replacement Costs for its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, as long as it maintains ownership of its interest in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall retain its ownership interest in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project until the remaining Finished Water Transmission Line Parties or remaining Raw Water Transmission Line Parties pay in full the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. Upon payment of the withdrawing Finished Water Transmission Line

Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall transfer its Weighted Capacity Allotment and file the necessary legal instruments transferring its property interests in its TCR/SJR Finished Water Transmission Line Project or its Raw Water Transmission Line Project to the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties in proportion to their payment of the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project. Until such payment is made none of the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties may use the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's Weighted Capacity Allotment in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. A Party withdrawing under this Section 16.4 shall also contemporaneously withdraw from the General Implementation Agreement. Failure to withdraw from the General Implementation Agreement shall render the withdrawal from this Agreement under this Section 16.4 void.

- 16.5 Upon withdrawal, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall not interfere with or legally challenge or support any legal challenge that directly or indirectly conflicts with the commitment of the remaining Parties pursuant to this Agreement.

17. SUBSTITUTION OF FINISHED WATER TRANSMISSION LINE PARTIES AND/OR RAW WATER TRANSMISSION LINE PARTIES, ASSIGNMENT OF THIS AGREEMENT AND CONVEYANCE TO OTHER FINISHED WATER TRANSMISSION LINE PARTIES AND/OR RAW WATER TRANSMISSION LINE PARTIES.

17.1 **Substitution.** As a matter of right, a new Finished Water Transmission Line party or a new Raw Water Transmission Line party may be substituted for an existing Finished Water Transmission Line Party or an existing Raw Water Transmission Line Party, if the new Finished Water Transmission Line party or the new Raw Water Transmission Line party agrees to enter this Agreement and fully perform all obligations of the existing Finished Water Transmission Line Party or the existing Raw Water Transmission Line Party. Prior to the substitution taking effect, the existing Finished Water Transmission Line Party or the existing Raw Water Transmission Line Party must notify the other participating Finished Water Transmission Line Parties or the other participating Raw Water Transmission Line Parties in writing of the substitution and offer the substitution on the same terms and conditions to the other participating Finished Water Transmission Line Parties or to the other participating Raw Water Transmission Line Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other participating Finished Water Transmission Line Parties or the other participating Raw Water Transmission Line Parties accept the right of first refusal of the substitution in writing within sixty (60) days, or the time period provided in the notice of substitution, whichever is longer, then the other existing Parties shall be considered to have waived their right of first refusal. The preceding right of first refusal provision shall not apply when one existing Party is substituted for another existing Party.

17.2 **Assignment.** As a matter of right, this Agreement may be assigned by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, in part, to a new party, if the new party agrees to enter into this Agreement and fully

perform all assigned obligations of the Party. Prior to the assignment taking effect, the existing Finished Water Transmission Line Party or Raw Water Transmission Line Party must notify the other Parties in writing of the assignment and offer the assignment on the same terms and conditions to the other participating Finished Water Transmission Line Parties or the other participating Raw Water Transmission Line Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other existing Parties accept the right of first refusal of the assignment in writing within sixty (60) days, or the time period provided in the notice of the assignment, whichever is longer, then the other existing Parties shall be considered to have waived their right of first refusal. The preceding right of first refusal provisions shall not apply when an existing Party makes an assignment to another existing Party.

- 17.3 **Conveyance to Other Parties.** Except as may be constrained by any Environmental Permit or other applicable governmental regulatory program, any Finished Water Transmission Line Party or Raw Water Transmission Line Party may voluntarily and by agreement sell, grant, divest, lease, or otherwise convey or forego all or a portion of its Weighted Capacity Allotment and ownership interest in a specific TCR/SJR Finished Water Transmission Line Project or in a specific TCR/SJR Raw Water Transmission Line Project on a temporary or permanent basis. The terms of any such Weighted Capacity Allotment and ownership interest conveyance shall be decided by the Finished Water Transmission Line Parties or Raw Water Transmission Line Parties, who are parties to such Weighted Capacity Allotment and ownership interest conveyance at the time of such agreement. Any Finished Water Transmission Line Party or Raw Water Transmission Line Party agreeing to convey all or a portion of its Weighted Capacity allotment and ownership interest in a specific TCR/SJR Finished Water Transmission Line Project or in a specific TCR/SJR Raw Water Transmission Line Project shall not be considered to have abandoned its Weighted Capacity Allotment and ownership interest, and no other Finished Water Transmission Line Party or Raw Water

Transmission Line Party shall take any action to divest the conveying Finished Water Transmission Line Party or Raw Water Transmission Line Party of any portion of its Weighted Capacity Allotment and ownership interest, except as may be necessary to enforce the agreement to convey said Weighted Capacity Allotment and ownership interest. The conveyance of all or a portion of a Weighted Capacity Allotment and ownership interest in a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project between two or more Finished Water Transmission Line Parties or between two or more Raw Water Transmission Line Parties shall be in writing and shall set forth all rights and obligations that are being transferred as part of the conveyance. A copy of this written document shall be provided to all the Parties in the manner set forth in Section 26.

18. APPLICATION FOR FUNDING. The Parties may cooperatively seek funding for activities under this Agreement from federal, state, regional and local revenue sources, including, but not limited to cooperative funding from water management districts. Any Party seeking such funds shall provide notice as specified in Section 26. Any funding sought pursuant to this Section shall be applied for by the Project Administrator on behalf of the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties, as the case may be, or by one of the participating Finished Water Transmission Line Parties or one of the participating Raw Water Transmission Line Parties with Consensus approval of the other participating Finished Water Transmission Line Parties or other participating Raw Water Transmission Line Parties. No Party shall interfere with any other Party seeking these funds with regards to their respective TCR/SJR Finished Water Transmission Line Project or their respective TCR/SJR Raw Water Transmission Line Project, however, this would not prohibit the Project Administrators for their respective TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project from competing for the same funds or prohibit the Parties from seeking funds for other non-TCR/SJR Finished Water Transmission Line Projects or non-TCR/SJR Raw Water Transmission Line Projects. Any funding received shall

be applied to the benefit of all the participating Finished Water Transmission Line Parties or all the participating Raw Water Transmission Line Parties, as the case may be.

19. CONSTRUCTION, MANAGEMENT AND OPERATION OF FINISHED WATER TRANSMISSION LINE PROJECTS AND RAW WATER TRANSMISSION LINE PROJECTS.

The Parties shall cooperate with each other and no Party shall interfere with a Project Administrator's ability to construct, manage and operate a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.

20. DUTY TO COOPERATE. The Parties will work together in good faith to implement the terms of this Agreement. As part of this cooperation, no Party will independently design or construct any portion of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project outside the process described herein.

21. ENVIRONMENTAL PERMITS.

21.1 The Parties shall cooperate with each other and no Party shall interfere with another Party's ability to obtain, maintain and comply with all Environmental Permits necessary to construct, manage and operate a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.

21.2 Finished Water Transmission Line Parties and Raw Water Transmission Line Parties shall not submit any information to regulatory agencies that conflicts with information submitted by the Project Manager on behalf of the participating Finished Water Transmission Line Parties and participating Raw Water Transmission Line Parties in support of any permit application for Environmental Permits for any TCR/SJR Finished Water Transmission Line Project or any TCR/SJR Raw Water Transmission Line Project.

21.3 Except as provided in Sections 4.7.21 and 4.7.22, the Parties shall not legally challenge or support any legal challenge against any proposed or final agency action or legal instrument with regards to any permit sought by the Project Manager on behalf of the participating Finished Water Transmission Line Parties for

any TCR/SJR Finished Water Transmission Line Project or on behalf of the participating Raw Water Transmission Line Parties for any TCR/SJR Raw Water Transmission Line.

22. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.

23. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

24. CONFIDENTIAL INFORMATION AND JOINT DEFENSE.

24.1 **Parties' Common Interest**. The Parties have a common interest in implementing and operating a SJR/TCR Finished Water Transmission Line Project or TCR/SJR Raw Transmission Line Project in accordance with the terms of this Agreement. To protect this common interest, the Parties shall establish and operate under a common interest arrangement concerning third party legal challenges to any SJR/TCR Finished Water Transmission Line Project or any SJR/TCR Raw Water Transmission Line Project, including the issuance of any permit necessary for a SJR/TCR Finished Water Transmission Line Project or a SJR/TCR Raw Water Transmission Line Project and any related litigation.

24.2 **Sharing Confidential Information with Other Parties**. No Party is required to, but may in their respective sole discretion share Confidential Information with the other Parties, as set forth herein. The Parties agree that any Confidential Information that would otherwise be protected from disclosure to third parties will

remain confidential and protected from disclosure to any third party under the attorney-client and work product privileges, and the Parties agree that any exchange of Confidential Information is not intended to waive any attorney-client or work product privilege.

24.3 Using Confidential Information from Another Party. Each Party shall use the Confidential Information received from the other Party only in furtherance of the common interest of the Parties. No other rights are implied or granted under this Agreement. Nothing contained herein obligates any Party to divulge, communicate or exchange any confidential documents and/or information. All Confidential Information shall not be copied or distributed, disclosed or disseminated in any way or form to anyone except the Parties, the Parties' attorneys or the Parties' own employees, contractors, agents or consultants who have a reasonable need to know said Confidential Information, who are advised as to the confidential and proprietary nature of such Confidential Information and who shall be bound by the restrictions on use as specified in this Agreement.

24.4 Disclosure of Confidential Information to Third Parties. If a third party, including any regulatory agency, requests or demands by subpoena, discovery request, public record request or otherwise, any or all of the Confidential Information or any other document or information exchanged or made available in furtherance of the Parties' common interest, each Party will notify the other Party in writing as soon as practicable. All reasonable steps must be taken to enable a Party to assert and any all applicable rights to privileges or protections with regard to such documents or information. Additionally, a Party contesting the disclosure of Confidential Information shall have the ability to seek a judicial determination preventing the disclosure of the Confidential Information before it is disclosed to any outside party. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes or claim that Confidential Information should not be disclosed, the burden of seeking a judicial determination preventing the dis-

closure of the Confidential Information, by way of injunctive or other relief, as provided by law, shall be upon the Party asserting the exemption or claim. Nothing herein is meant to contravene any applicable provision of chapter 119, Florida Statutes. To the extent that a document constitutes a public record under chapter 119, Florida Statutes and is not otherwise exempt from production, the originator of the document must be notified prior to or contemporaneous with the production of the document to the extent feasible. Additionally, nothing herein shall be construed to expand the scope of chapter 119, Florida Statutes, or to include documents as public records which would not otherwise be considered public records under chapter 119, Florida Statutes. Absent a judicial determination preventing the disclosure of Confidential Information, a Party complying with chapter 119, Florida Statutes or other applicable requests for disclosure shall not be deemed to have violated this Section.

25. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of chapter 119, Florida Statutes, and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all project documents and materials that are subject to the provisions of chapter 119, Florida Statutes. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

26. NOTICES. All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt

requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given, and a copy is simultaneously sent to the Party's Project Representative or Project Administrator by email. A copy shall also be sent to all other Parties by U.S. Mail. All notices shall be delivered or sent to the Parties at their respective address shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties. If any notice is sent by mail, it shall be deemed to be given on the third day following mailing, which is not a Saturday, Sunday or a day on which the United States Mail is not delivered:

As to Cocoa:	City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922
With copy to:	Utilities Director City of Cocoa 351 Shearer Boulevard Cocoa, Florida 32922 City Attorney City of Cocoa 65 Stone Street Cocoa, Florida 32922
As to County:	County Administrator Orange County Government P.O. Box 1393 Orlando, Florida 32802

With copy to: Utilities Director
 Orange County Utilities
 9150 Curry Ford Road
 Orlando, Florida 32825

 County Attorney
 Orange County Attorney's Office
 P.O. Box 1393
 Orlando, Florida 32802

As to OUC: General Manager & CEO
 Orlando Utilities Commission
 Reliable Plaza
 100 West Anderson Street
 Orlando, Florida 32802

With copy to: General Counsel
 Orlando Utilities Commission
 Reliable Plaza
 100 West Anderson Street
 Orlando, Florida 32802

As to TWA: Executive Director
 Tohopekaliga Water Authority
 951 MLK Boulevard
 Kissimmee, Florida 34741

With copy to: General Counsel
 Tohopekaliga Water Authority
 951 MLK Boulevard
 Kissimmee, Florida 34741

As to ECFS: Vice-President
 4550 Deer Park Road
 St. Cloud, Florida 34773

With copy to: Hopping, Green & Sams
 P.O. Box 6526
 Tallahassee, Florida 32314

As to FRI: President
Farmland Reserve, Inc.
13754 Deseret Lane
St. Cloud, Florida 34773

With copy to: Hopping, Green & Sams
P.O. Box 6526
Tallahassee, Florida 32314

27. TIME EXTENSIONS. The Parties may by Consensus extend or change any of the deadlines specified in this Agreement.
28. WAIVER. No failure by a Party to exercise any right, power, or privilege under this Agreement is a waiver of that or any other right, power, privilege under this Agreement.
29. ENTIRE AGREEMENT. The agreements and obligations of the Parties set forth in this Agreement shall be the several, and not joint, agreements and obligations of the Parties. This Agreement, including exhibits, and the other TCR/SJR Project Agreements, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with subject matter hereof, except as specifically set forth herein. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally nothing in this Agreement is intended to change any existing agreement between the SJRWMD and any Party to this Agreement regarding TCR.
30. GOVERNING LAW AND VENUE. The Parties acknowledge that this Agreement was entered into and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Orange County or Osceola County, Florida. The Parties hereby waive their right to a jury trial.

31. LIABILITY AND INSURANCE.

- 31.1 **Sovereign Immunity.** Cocoa, OCU, OUC and TWA intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, OCU, ECFS, OUC and TWA are not jointly or severally liable for any tort attributable to the Project Administrator and that only the Project Administrator shall be liable for any torts attributable to it for torts of its officers, agents, attorneys or employees under this Agreement, and then only the extent of the waiver of sovereign immunity or limitations specified in section 768.28, Florida Statutes. Finally, the Project Administrator expressly agrees to indemnify and hold OCU, ECFS, OUC and TWA harmless from any injury that the Project Administrator or its officers, agents, attorneys, employees or invitees sustain while carrying out the Project Administrator's obligations under this Agreement.
- 31.2 **Indemnification.** All contracts and subcontracts for any work, goods and/or services must include hold harmless and indemnification provisions to protect all of the Parties in a form acceptable to the Parties. The consultant(s), subconsultant(s) or other contractors must provide evidence of acceptable levels and qualities of insurance and of said hold harmless and indemnity prior to commencement of work and access to any of the property of the Parties.
- 31.3 **Insurance.** All contracts and sub-contracts for any work goods and/or services that may involve access to FRI's lands must include a requirement that the contracting entity carry insurance acceptable to FRI protecting FRI from any liability due to the contracting entity's entry upon FRI's lands. The Project Administrator, Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator must submit draft contract language containing this language to FRI to review and allow FRI thirty (30) days to review and comment on the same. If FRI submits comments, the Project Administrator shall use all rea-

sonable efforts to incorporate FRI's comments into the contracts and sub-contracts as applicable.

32. OWNERSHIP OF MATERIALS. Ownership and copyright to all materials and all accompanying data (in all formats) used, developed or produced pursuant to work done under this Agreement is vested in the Parties. Any source document or materials developed, secured or used in the performance of this Agreement shall be considered the property of the Party from which such documents or materials originated.

33. CONSTRUCTION OF AGREEMENT.

33.1 The Parties acknowledge that each Party and its legal counsel participated in the negotiation of this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted.

33.2 Words importing the singular number include the plural in each case and vice versa, and words importing persons include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, refer to this Agreement; the term "heretofore" means before the date of this Agreement is executed; and the term "hereafter" means after the date this Agreement is executed. The terms "include," "includes," and "including" shall be deemed to be followed by the words "without limitation."

33.3 Unless otherwise stated, any reference in this Agreement to any entity shall include its permitted successors and assigns.

33.4 Any headings preceding the texts of the sections and subsections of this Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, construction or effect.

33.5 All Exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement. Capitalized terms used in the Exhibits hereto, but not otherwise defined therein, shall have the respective meanings assigned to such terms in this Agreement.

33.6 In the event of a conflict between a provision of this Agreement and a provision of any Exhibit to this Agreement, the provisions of this Agreement and the Exhibit shall be read as one Agreement and each provision is to be construed in harmony with the other provision to give each provision a reasonable meaning and avoid any interpretation that renders one or more provisions useless or redundant. Under the circumstances when a provision of the Agreement cannot be reconciled with a provision of the Exhibit, the provision in the Agreement shall prevail.

33.7 In the event of a conflict between this Agreement and the General Implementation Agreement, the General Implementation Agreement shall prevail.

33.8 External documents, instruments, or other writings, drafts, mediator's notes, notes of any of the Parties, or other materials produced during the TCR/SJR mediation sessions attended by the Parties shall not be used to interpret this Agreement or be used to resolve any conflict between this Agreement and any other TCR/SJR Project Agreement or instrument.

34. TERM, TERMINATION.

34.1 This Agreement shall take legal effect on the Effective Date. Unless terminated earlier, this Agreement shall remain in effect in perpetuity.

34.2 Unless otherwise agreed to by the Parties, the Agreement shall terminate early, if:

34.2.1 The General Implementation Agreement should terminate; or

34.2.2 Upon Consensus of all the Parties at any time.

34.3 Upon termination of this Agreement, each Finished Water Transmission Line Party and each Raw Water Transmission Line Party shall retain their ownership interest in their respective TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project.

35. AMENDMENT. This Agreement may be amended only if all the Parties agree. Amendments must be written and be signed by all Parties.

36. COMPLIANCE WITH APPLICABLE LAW. The Parties, their employees, contractors, subcontractors and assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this Agreement.

37. CONFLICT RESOLUTION. Before proceeding to the default and remedy provisions of this Agreement in Section 38, in the event of a conflict between separate TCR/SJR Finished Water Transmission Line Projects, separate TCR/SJR Raw Water Transmission Line Projects or both, the Project Administrators for each of the projects shall attempt to resolve the conflict. The conflict resolution process shall commence with a Project Administrator providing written notice to the Project Administrator(s) for the conflicting TCR/SJR Finished Water Transmission Line Project or conflicting TCR/SJR Raw Water Transmission Line Project of the conflict. After transmittal and receipt of the notice of conflict, the disputing Project Administrators shall meet at least once within ten (10) days after delivery of such notice at a reasonable time and place, as mutually agreed to attempt to resolve the conflict. The disputing Project Administrators shall continue meeting thereafter as often as they reasonably deem necessary in an attempt to resolve the conflict. If these discussions fail to resolve the conflict within thirty (30) days of the initial notice, or the disputing Project Administrators fail to meet within ten (10) days of the initial notice, if practicable and possible, then any of the Finished Water Transmission Line Parties and/or Raw Water Transmission Line Parties participating in the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, which were deemed to be in conflict as a result of the initial notice of conflict may provide written notice to the Project Administrators and all the participating Finished Water

Transmission Line Parties and/or Raw Water Transmission Line Parties of the conflict. After transmittal and receipt of this second notice of conflict, then the executive officers of each of the disputing Project Administrators and participating Finished Water Transmission Line Parties and/or Raw Water Transmission Line Parties shall meet to attempt to resolve the conflict. This meeting shall take place within ten (10) days after delivery of the second notice of conflict at a reasonable time and place, as mutually agreed to attempt to resolve the conflict. The executive officers shall continue meeting thereafter as often as they reasonably deem necessary in an attempt to resolve the conflict. If these discussions fail to resolve the conflict within thirty (30) days of the second notice of conflict, or the disputing executive officers fail to meet within ten (10) days of the second notice of conflict, if practicable and possible, then any of the disputing Project Administrators, Finished Water Transmission Line Parties or Raw Water Transmission Line Parties may initiate the default and remedy provisions of this Agreement in Section 38.

38. DEFAULT AND REMEDY.

38.1 **Default.** Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained in or arising out of this Agreement, shall constitute a Default under this Agreement.

38.2 **Notice of Default and Opportunity to Cure.** Upon occurrence of a Default by any Party, one or more of the other Parties shall deliver written notice to the Party in Default in the manner provided in Section 26, identifying the specific nature of the Default therein. The Party in Default shall have thirty (30) days within which to cure such Default. Provided, if the Default is of such a nature that it cannot be cured within thirty (30) days, the Party in Default shall have such additional time as may be necessary to cure the Default, so long as within said period, the Party in Default commences the cure and diligently prosecutes such cure until completion.

- 38.3 **Remedy for Default.** For any Default not cured as provided in Section 38.2, above, non-defaulting Parties, may individually or jointly seek specific performance arising from such Default.
- 38.4 **Mediation.** Prior to seeking any remedy for a Default as provided in Section 38.3, a Party shall seek to mediate the dispute with the Party in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Parties a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within ten (10) days after receipt of the notice from the requesting Party, the other Parties shall, in writing, provide notice of either the selection of one of the mediators proposed by the requesting Party or offering a list of three additional mediators for consideration. Within ten (10) days of the requesting Party's receipt of the notice, the Parties shall meet for the purpose of selecting one of the mediators proposed by any of the Parties. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter under consideration. Within twenty (20) days after a mediator is named by the Parties, a time and date for the mediation shall be scheduled and documented in writing. The mediation shall be conducted expeditiously and the location of the mediation shall be at a location mutually selected by the Parties, or at a location of the mediator's choosing if the Parties can't agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other related expenses. Any settlement achieved through mediation shall be made in writing with a copy delivered to all the Parties.
- 38.5 **Force Majeure Event.** In the event that performance of this Agreement by any Party is prevented or interrupted by a Force Majeure Event, said Party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said Party is not directly or indirectly responsible therefor. Any Party claiming to be relieved of any duty pursuant to this

Section shall give prompt written notice thereof to the other Parties. The Parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a Party from carrying out this Agreement.

38.6 Payment Dispute. A Finished Water Transmission Line Party or a Raw Water Transmission Line Party that disputes a payment of their respective TCR/SJR Finished Water Transmission Line Project Charge or TCR/SJR Raw Water Transmission Line Project Charge under Sections 14 and 15 shall be obligated to continue paying the disputed charge until the disagreement is resolved. If the dispute is decided in the favor of the Finished Water Transmission Line Party or the Raw Water Transmission Line Party, the Project Administrator shall be required to either pay the disputed charge either as a credit against the TCR/SJR Finished Water Transmission Line Project Charge or the TCR/SJR Raw Water Transmission Line Project Charge, as the case may be, for the next Fiscal year or through a direct one-time payment to the Finished Water Transmission Line Party or the Raw Water Transmission Line Party.

38.7 Suspension of Ability to Utilize the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. A Finished Water Transmission Line Party or a Raw Water Transmission Line Party that fails to pay their respective TCR/SJR Finished Water Transmission Line Project Charge, TCR/SJR Raw Water Transmission Line Project Charge or any portion thereof within ninety (90) days following its due date shall be in default of this Agreement and upon thirty (30) days written notice, the Project Administrator may suspend the Finished Water Transmission Line Party's right to utilize the TCR/SJR Finished Water Transmission Line Project or the Raw Water Transmission Line Party's right to utilize the TCR/SJR Raw Water Transmission Line Project. Suspension of use of a TCR/SJR Finished Water Transmission Line by a Finished Water Transmission Line Party or use of a TCR/SJR Raw Water Transmission Line Project because of its failure to pay the TCR/SJR Finished Water Transmission Line Pro-

ject Charge, the TCR/SJR Raw Water Transmission Line Project Charge or any portion thereof shall not excuse the Finished Water Transmission Line Party or the Raw Water Transmission Line Party from paying the Project Administrator the Base Charge, when it becomes due nor prohibit the Project Administrator from continuing to charge interest on the amount unpaid. Upon payment of all outstanding TCR/SJR Finished Water Transmission Line Project Charges, including any interest and all outstanding TCR/SJR Raw Water Transmission Line Project Charges, including interest, the Project Administrator shall immediately allow the Finished Water Transmission Line Party full use of the TCR/SJR Finished Water Transmission Line and the Raw Water Transmission Line Party full use of the TCR/SJR Finished Water Transmission Line Project. The Project Administrator's decision to suspend a Finished Water Transmission Line Party's use of the TCR/SJR Finished Water Transmission Line or a Raw Water Transmission Line Party's use of the TCR/SJR Raw Water Transmission Line under this section shall not be considered a default under Section 38.1. However, the Project Administrator's failure to allow use of a TCR/SJR Finished Water Transmission Line or a TCR/SJR Raw Water Transmission Line upon payment of all outstanding TCR/SJR Finished Water Transmission Line Project Charges or all outstanding TCR/SJR Raw Water Transmission Line Project Charges, including any interest, may constitute a default under Section 38.1.

39. ATTORNEY'S FEES. Each Party shall bear its own attorney's fees, costs, and expenses in any litigation, suit, dispute, controversy, arbitration, mediation, or proceeding, including appellate proceedings involving another Party, arising out of, based on, or related to, this Agreement. This is not intended to prevent a Project Administrator from collecting its attorney's fees, costs and expenses as Operation and Maintenance Costs.

40. MISCELLANEOUS PROVISIONS.

40.1 No Party shall be deemed to be an agent of another Party nor shall represent that it has the authority to bind another Party.

- 40.2 In computing any period of time under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday, or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday, or legal holiday.
- 40.3 Nothing in this Agreement shall be deemed a waiver of any government Party's police powers.

[Signature pages to follow]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Orange County, Florida

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Teresa Jacobs
County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: _____

Deputy Clerk

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Orlando Utilities Commission.

ATTEST:

ORLANDO UTILITIES COMMISSION

Print Name

By: _____
Kenneth P. Ksionek,
General Manager & CEO

Approved as to form and legality,
OUC Legal Department

By: _____

Date: _____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Tohopekaliga Water Authority.

TOHOPEKALIGA WATER AUTHORITY

an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

(SEAL)

By: _____

Tom E. White, Vice Chair
Board of Supervisors

Date: _____

ATTEST:

Clarence L. Thacker, Secretary
Board of Supervisors

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by East Central Florida Services, Inc.

EAST CENTRAL FLORIDA SERVICES, INC.

By: _____
K. Erik Jacobsen, President

Attest: _____

Date: _____

Approved as to Form:

Eric T. Olsen, Esq.
Legal Counsel

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the City of Cocoa, Florida

CITY OF COCOA, a Florida municipal corporation

By: _____
Henry U. Parrish III
Mayor

ATTEST:

By: _____
Carie Shealy, MMC

APPROVED AS TO FORM:

Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Farmland Reserve, Inc.

FARMLAND RESERVE, INC.

By: _____
Don M. Sleight, Chief Executive Officer

Attest: _____

Date: _____

Approved as to Form:

Eric T. Olsen, Esq.,
Legal Counsel

EXHIBIT A – MAP OF POTENTIAL FINISHED AND RAW WATER TRANSSMISSION LINE ROUTES

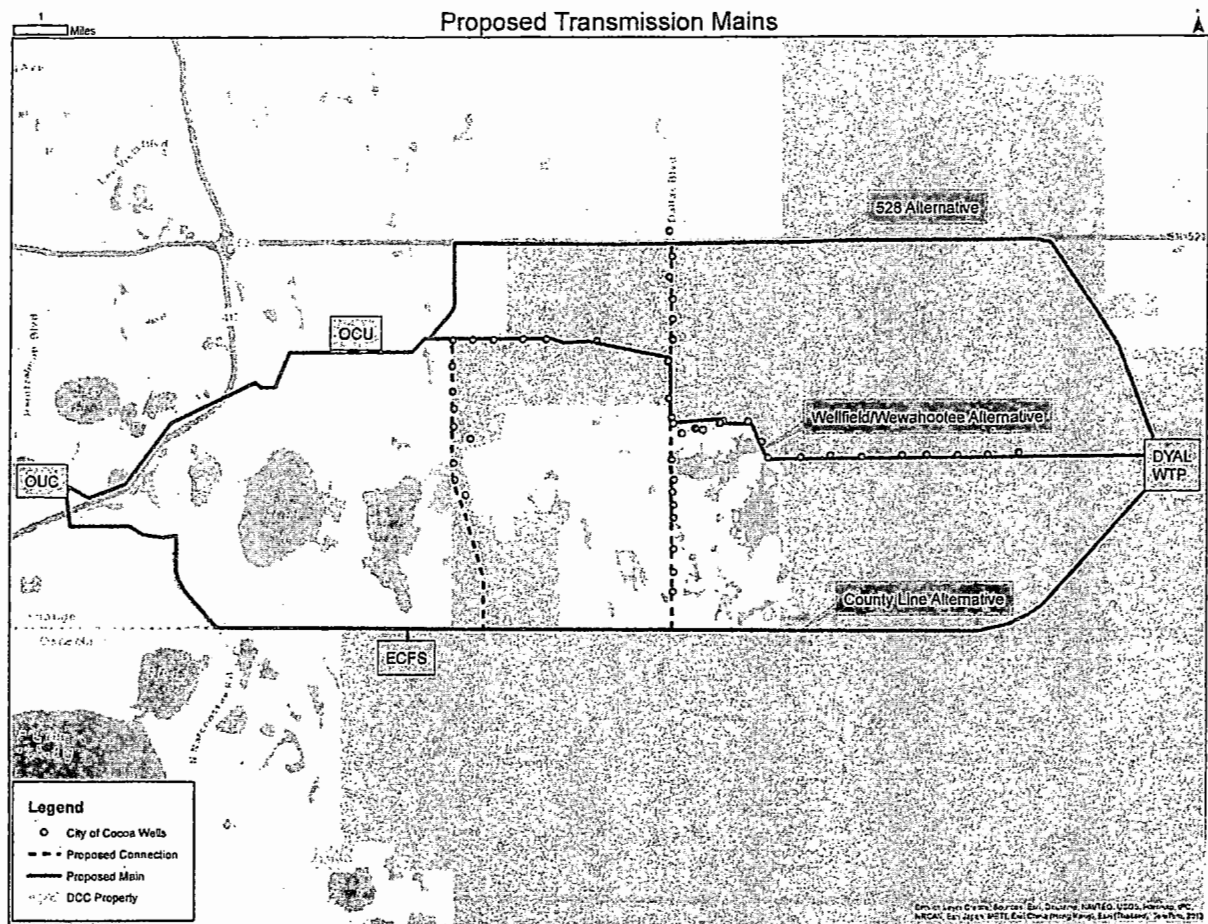


EXHIBIT B – ROUTING STUDY SUMMARY OF ACTIVITIES

INTRODUCTION

The work contemplated under Routing Study is to address the routing and location of the TCR/SJR Finished Water Transmission Line Project(s)/TCR/SJR Raw Water Transmission Line Project(s). The following tasks and descriptions generally describe the anticipated consulting services required under this Agreement. It is anticipated that that multiple consultants including engineering, surveying, environmental and legal services will be required. It is anticipated that there will be a primary technical consultant selected under this Agreement and legal services will be provided by the individual legal representatives of the Parties participating in the Routing Study.

EVALUATION OF POTENTIAL TRANSMISSION LINE ROUTES

Three potential routes for Finished Water Transmission Line Projects and Raw Water Transmission Line Projects have been identified by the Parties, the “528 Alternative,” the “Well-field/Wewahootee Alternative” and the “County Line Alternative” which are identified in **Exhibit A**. Prior to the selection of the technical consultant, the Parties identified participating in the Routing Study may by Consensus expand the potential transmission line routes to be evaluated beyond those identified in **Exhibit A**. Selection of a transmission line route beyond the three routes identified above shall require the approval of FRI.

The Parties have agreed to spend six (6) months after the Effective Date of this Agreement evaluating routes for potential TCR/SJR Finished Water Transmission Line Projects and TCR/SJR Raw Water Transmission Line Projects. The underlying concept is that the Parties participating in the Routing Study, in consultation with the technical consultant, will provide information relevant to the selection of a transmission line route that meets the requirements of the Water Suppliers, excluding Cocoa for the successful implementation of the SJR/TCR Project in a cost-effective manner. The technical consultant will consolidate this information and conduct an evaluation of the three potential routes.

This task will include the collection of documents and information by the technical consultant from the Parties. This information will be used in consideration of feasibility of the options identified in **Exhibit A** with regard to pipeline, location, capacity, cost of right-of-way acquisition, construction cost, regulatory restrictions, and any other relevant factors identified by the technical consultant.

This work will also include collecting documents and information regarding the potential for one or more Finished Water Transmission Line Parties to connect to another Finished Water Transmission Line Party's water supply system and obtain their share of Finished Water from the TCR/SJR Project.

The technical consultant shall provide the Parties participating in the Routing Study a report regarding its evaluation no later than one hundred eighty (180)-days from the Effective Date of this Agreement.

EXHIBIT H
Wholesale Water Supply Contract

TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT

WHOLESALE WATER SUPPLY CONTRACT

This Taylor Creek Reservoir (TCR)/St. Johns River (SJR) Water Supply Project Wholesale Water Supply Contract (Contract) is made and entered into this ____ day of _____, 2017, by and between the **City of Cocoa**, a Florida municipal corporation ("Cocoa"), **Orange County**, a charter county and political subdivision of the State of Florida ("OCU"), **Orlando Utilities Commission**, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature ("OUC"), **East Central Florida Services, Inc.**, a Florida corporation ("ECFS") and **Tohopekaliga Water Authority**, a special district created by special act of the Florida Legislature ("TWA"), individually referred to as a "Party" and collectively referred to herein as the "Parties."

1. **DEFINITIONS.** As used in this Contract:

- 1.1 "Additional TCR/SJR Quantity" means an additional estimated 23.67 to 33.67 MGD annual average that would be available from TCR for public water use by blending water from the SJR with water contained in TCR to increase the yield and reliability of TCR upon completion of the TCR Levee Improvements.
- 1.2 "Annual Storage Fee Payment" means the fee Cocoa agrees to pay FRI to compensate FRI for granting the TCR/SJR Easement in Trust as defined in the General Implementation Agreement.
- 1.3 "Base Year" means the Fiscal Year immediately preceding the Fiscal Year in which a Regional Fixed Charge and Regional Usage Charge are calculated or recalculated pursuant to this Contract.

- 1.4 "Capacity Allotment(s)" means an individual Party's share of the TCR/SJR Project capacity to treat and deliver the quantities of Finished Water or Raw Water specified for that individual Party's allotment in Section 7 of the General Implementation Agreement, calculated after issuance of the Regional Permits for the TCR/SJR Project, and determined by the TCR/SJR Project PDR(s) (as defined in the General Implementation Agreement). A Party's Phase 4 Capacity Allotment is a portion of that Party's Capacity Allotment.
- 1.5 "Capital Investment" means the cash payment made by those Parties, who wish to directly pay their share of the Contributed Capital Costs, as specified in this Contract.
- 1.6 "Cash Funded Capital" means the portion of Fixed Capital Costs funded by cash as calculated pursuant to this Contract.
- 1.7 "Cocoa System Water" means Finished Water produced by Cocoa that temporarily exceeds the needs of Cocoa's retail water customers and wholesale water customers, other than the Wholesale Purchasers, as specified in this Contract.
- 1.8 "Cocoa System Water Estimate" is the document submitted to Cocoa by a Wholesale Purchaser detailing the quantity of Cocoa System Water, at an annual average daily flow rate, the Wholesale Purchaser wishes to receive during the upcoming Fiscal Year, as specified in this Contract.
- 1.9 "Committee" means the specific board by that name created under the General Implementation Agreement.
- 1.10 "Committee Member" means person or alternate designated to serve on the Committee according to the General Implementation Agreement
- 1.11 "Consensus" means (a) when applied to a TCR/SJR Committee, the unanimous consent of all of the TCR/SJR Committee Members present at a TCR/SJR Committee meeting, except as otherwise specified in this Agreement, which shall be recorded in the minutes of the TCR/SJR Committee, and, (b) when applied to the Parties or the Wholesale Purchasers, the unanimous consent of all of the

Parties or all of the Wholesale Purchasers, which shall be recorded in a letter agreement executed by the director or executive officer of each Party or Wholesale Purchaser, if expressly required by this Contract or the General Implementation Agreement or requested by one or more Parties or Wholesale Purchasers.

- 1.12 "Contributed Capital Costs" means one-time expenses incurred for the acquisition of real property, tangible personal property and intangible property, the construction of tangible personal property, engineering, and other expenditures required for the construction or expansions of the TCR/SJR Project Facilities, or Environmental Permitting activities and associated engineering that are not directly incorporated into the charges and rates for the TCR/SJR Project.
- 1.13 "Contributed Debt Service Cost" means the principal, redemption premium, if any, and interest due on Obligations and any recurring costs and expenses relating to Obligations taken out on one-time expenses incurred for the purchase of real property, tangible personal property, and intangible property, the construction of tangible personal property, engineering, and other expenditures required for the construction or expansions of the TCR/SJR Project Facilities, or Environmental Permitting activities and associated engineering that are not directly incorporated to the charges and rates for the TCR/SJR Project, including, but not limited to paying agent, registrar and escrow agent fees, credit enhancement fees, associated legal fees or expenses, and other charges, but only to the extent that such cost and expenses are not otherwise reflected in the Renewal and Replacement Cost, Fixed Operation and Maintenance Cost and Variable Operation and Maintenance Cost.
- 1.14 "Delivery Point" means the authorized points of connection between a participating Finished Water Transmission Line Party's water system and a TCR/SJR Finished Water Transmission Line Project; or between a participating Raw Water Transmission Line Party's water system and a TCR/SJR Raw Water Transmission Line Project.

- 1.15 “Dyal POC” means the point(s) where the Dyal WTP connects to one or more Finished Water Transmission System(s) or Raw Water Transmission System(s), a point where Cocoa accepts Finished Water or Raw Water from the TCR/SJR Project, or a point where Cocoa delivers Raw Water to a Phase 4 Non-Dyal Treatment Project Administrator.
- 1.16 “Dyal WTP” means that public water treatment facility, associated infrastructure, and real property rights owned by Cocoa and located off State Road 520 in east Orange County, as may be acquired, upgraded and expanded pursuant to this Contract or by Cocoa separately.
- 1.17 “Effective Date” means the date all the TCR/SJR Project Agreements are fully executed by the Parties to each contract. Cocoa shall memorialize the Effective Date and shall provide notice of the Effective Date to all the other Parties.
- 1.18 “Enterprise Fund” means a separate fund wherein all revenues and expenditures are maintained and reported and are not comingled with revenues and expenses for any general fund or other user fee based funds.
- 1.19 “Environmental Permit(s)” means all permits, licenses or other third party approvals, inclusive of the Regional Permits, necessary for the acquisition, construction, management or operation of TCR/SJR Project.
- 1.20 “Finished Water” means treated water that meets all applicable treatment levels prescribed by the Florida Department of Environmental Protection in chapter 62-550, Florida Administrative Code, as well as all other applicable regulations, as amended from time to time.
- 1.21 “Finished Water Transmission System(s)” means the transmission line and associated appurtenances constructed for the sole purpose of transporting Finished Water from the Dyal POC(s) or the Phase 4 Treatment POC(s) to one or more Wholesale Purchaser’s Delivery Point.
- 1.22 “Fiscal Year” means a twelve (12) month period commencing on October 1 of each year and ending on the following September 30, or such other period as may be prescribed by law as the fiscal year for Cocoa.

- 1.23 “Fixed Capital Costs” means fixed expenses incurred for the purchase of real property, tangible personal property and intangible property, the construction of tangible personal property, engineering, permitting activities and associated engineering, and other expenditures required for the construction and major repairs, improvements or expansions that are included in the charges and rates for the TCR/SJR Project.
- 1.24 “Fixed Debt Service Cost” means the principal, redemption premium, if any, and interest due on bonds or other evidence of indebtedness, including but not limited to, notes, commercial paper, capital leases or any other obligations and any recurring costs and expenses relating to such obligations required for construction and major repairs, improvements or expansions that are included in the charges and rates for the TCR/SJR Project, including, but not limited to paying agent, registrar and escrow agent fees, credit enhancement fees, associated legal fees or expenses, and other charges, but only to the extent that such cost and expenses are not otherwise reflected in the Renewal and Replacement Cost, Fixed Operation and Maintenance Cost and Variable Operation and Maintenance Cost. Fixed Debt Service Cost shall also mean payments for that portion of any Obligation issued by Cocoa and/or the Phase 4 Non-Dyal Treatment Administrator for their Proportional Share of Contributed Capital Costs, as provided in a separate agreement between a Wholesale Purchaser and Cocoa and/or a separate agreement between a Wholesale Purchaser and the Phase 4 Non-Dyal Treatment Administrator
- 1.25 “Fixed Operation and Maintenance Costs” means all Operation and Maintenance Costs other than Variable Operation and Maintenance Costs.
- 1.26 “Force Majeure Event” means an event not the fault of, and beyond the reasonable control of, the Party claiming excuse which makes it impossible or extremely impracticable for such Party to perform obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events

include (a) an "act of God" such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain Environmental Permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or (f) any other action by any third party that makes it impossible or extremely impracticable for a Party to perform its obligations under this Agreement.

- 1.27 "FRI" means Farmland Reserve, Inc. or any successor or assign.
- 1.28 "General Implementation Agreement" means the Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement entered into by the Parties governing the overall development and operation of the TCR/SJR Project.
- 1.29 "Majority" means (a) when applied to the TCR/SJR Committees, the same as specified in the General Implementation Agreement; and, (b) when applied to the Parties and Wholesale Purchasers, more than fifty percent (50%) under either a Straight Vote or a Weighted Vote.
- 1.30 "Meters" shall mean collectively, those certain water meters and appurtenant recording and transmitting devices to be installed and owned by Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s), as appropriate and as required by this Contract, which are used to measure and bill the quantity of water being delivered.
- 1.31 "MGD" means a flow rate measured as million gallons per day.
- 1.32 "Obligation(s)" means any revenue bonds or other evidence of indebtedness, including but not limited to, notes, commercial paper, capital leases or any other

obligations of Cocoa heretofore or hereafter issued or incurred with regards to the TCR/SJR Project Facilities.

- 1.33 “Operation and Maintenance Costs” means any and all costs incurred by Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) in operating, maintaining and administering the TCR/SJR Project Facilities, including but not limited to, related operation, maintenance, management, security and development of the TCR/SJR Project Facilities; labor and labor overhead; costs associated with tools, equipment, vehicles, supplies, materials, services and support for the operation, maintenance, management, security and development of the TCR/SJR Project Facilities; any costs of litigation or legal judgment against Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) relating to the TCR/SJR Project Facilities; cost of purchasing any water; development expenses relating to expansion of the TCR/SJR Project Facilities; all costs incurred in planning or applying for, obtaining, maintaining and defending Environmental Permits, which are not paid as a Renewal and Replacement Cost, Contributed Capital Costs, Fixed Capital Costs or from the proceeds of any Obligation; administrative, accounting, legal and engineering expenses; ordinary and current rentals of equipment or other property related to the TCR/SJR Project; payments in lieu of taxes, if applicable; administrative costs incurred by Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator; and refunding of moneys lawfully due to others. Costs associated with the Annual Storage Fee Payment shall not be considered Operation and Maintenance Costs.
- 1.34 “Parties” means OCU, OUC, ECFS, TWA, and Cocoa.
- 1.35 “Phase 4 Capacity Allotment(s)” means an individual Party’s share of the TCR/SJR Project capacity to treat and deliver the quantities of Finished Water or Raw Water specified for that individual Party’s allotment in Section 7 of the General Implementation Agreement, calculated after issuance of the Regional Permits for the TCR/SJR Project, and determined by the TCR/SJR Project PDR(s) (as defined in

the General Implementation Agreement) and specifically associated with Phase 4 of the TCR/SJR Project.

- 1.36 “Phase 4 Dyal Treatment Committee” means the specific board by that name created under the General Implementation Agreement.
- 1.37 “Phase 4 Dyal Treatment Committee Member” means person or alternate designated to serve on the Phase 4 Dyal Treatment Committee according to the General Implementation Agreement.
- 1.38 “Phase 4 Dyal Treatment Project Administrator” shall have the same meaning as in the General Implementation Agreement.
- 1.39 “Phase 4 Dyal Treatment System” shall have the same meaning as in the General Implementation Agreement.
- 1.40 “Phase 4 Non-Dyal Treatment Committee” means a specific board by that name created under the General Implementation Agreement.
- 1.41 “Phase 4 Non-Dyal Treatment Committee Member” means person or alternate designated to serve on a Phase 4 Non-Dyal Treatment Committee according to the General Implementation Agreement.
- 1.42 “Phase 4 Non-Dyal Treatment Project Administrator” shall have the same meaning as in the General Implementation Agreement.
- 1.43 “Phase 4 Non-Dyal Treatment System” shall have the same meaning as in the General Implementation Agreement.
- 1.44 “Phase 4 Treatment POC” means a point(s) where the Phase 4 Non-Dyal Treatment System connects to one or more Finished Water Transmission System(s). If Cocoa is the only provider of Finished Water in Phase 4, then there are no Phase 4 Treatment POC(s).
- 1.45 “Pipeline Administrator” shall have the same meaning as the Project Administrator in the TCR/SJR Transmission Line Agreement.
- 1.46 “Proportional Share” means a Party’s Capacity Allotment(s) divided by the sum of all the applicable Parties’ Capacity Allotments.
- 1.47 “PSI” means pounds per square inch.

- 1.48 “Prudent Utility Practice” means any of the practices, methods and acts engaged in, or approved by, a significant portion of the public water supply utility industry in the United States during the relevant time period or any of the practices, methods and acts, which, in the exercise of reasonable judgment in light of the facts known, or that should have been known, at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with applicable legal, engineering, reliability, safety, and time requirements.
- 1.49 “Quorum” means, as applied to a TCR/SJR Committee, a Majority of the TCR/SJR Committee Members and consistent with applicable law.
- 1.50 “Rate of Return” means a cost calculated as six percent (6%) of Fixed Operations and Maintenance Costs and Variable Operations and Maintenance Costs for providing wholesale water service under this Contract that Cocoa may charge the Wholesale Purchasers and the Phase 4 Non-Dyal Treatment Project Administrator and that the Phase 4 Non-Dyal Treatment Project Administrator may charge the Wholesale Purchasers. This amount is the only surcharge, tax, payment in lieu of taxes, payment in lieu of franchise fees, transfers to Cocoa’s or the Phase 4 Non-Dyal Treatment Administrator’s general fund, that are not part of shared services, that are included in Operations and Maintenance Costs or any charge or payment not directly related to the cost of providing wholesale water service that Cocoa or the Phase 4 Non-Dyal Treatment Administrator may include in the calculation of the Regional Fixed Charges and Regional Usage Charges under this Contract. The Rate of Return shall not be changed except by Consensus of the applicable TCR/SJR Committee(s), as appropriate.
- 1.51 “Raw Water” means water withdrawn from TCR or the SJR by Cocoa that is not treated to Finished Water standards.
- 1.52 “Raw Water System(s)” are all infrastructure required for withdrawal, transmission and delivery of Raw Water from the SJR or TCR to the Dyal WTP or Dyal POC(s).

- 1.53 "Raw Water Transmission System" means a transmission pipeline(s) and associated appurtenances constructed for the sole purpose of transporting Raw Water from the Dyal POC(s) to the Wholesale Purchasers.
- 1.54 "Regional Fixed Charge" means the amount paid by the Parties for Fixed Capital Costs; Renewal and Replacement Costs; Annual Storage Fee Payment; and Fixed Operations and Maintenance Costs which will include a Rate of Return Cost; as specified in this Contract.
- 1.55 "Regional Permits" mean those Environmental Permits as more specifically described in the TCR/SJR Project Permitting Agreement.
- 1.56 "Regional Usage Charge" means the cost of Finished Water or Raw Water calculated as the product of the Regional Usage Rate and the Regional Water Usage as specified in this Contract.
- 1.57 "Regional Usage Rate" means the cost per thousand gallons of delivered Finished Water or Raw Water to offset the Variable Operations and Maintenance Costs, including a Rate of Return, as specified in this Contract.
- 1.58 "Regional Water Usage" means the quantity of TCR/SJR Project Water used by the Parties.
- 1.59 "Renewal and Replacement Costs" means all costs incurred by Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator for the renewal, replacement, upgrade and improvement of TCR/SJR Project Facilities.
- 1.60 "Retail Water Usage" means the quantity of Finished Water used by Cocoa's customers, exclusive of the Wholesale Purchasers.
- 1.61 "SJR" means the St. Johns River.
- 1.62 "SJRWMD" means the St. Johns River Water Management District or its successor entity.
- 1.63 "Straight Vote" has the same meaning as in the General Implementation Agreement.
- 1.64 "TCR" or "Taylor Creek Reservoir" means the Taylor Creek Reservoir, an impoundment created by construction of Levee 73 (L-73) and a water control

structure (S-164) as part of the Upper St. Johns River Basin portion of the Central and Southern Florida Flood Control Project and, as of the Effective Date, impounds water on land in the upper portion of Taylor Creek and Cox Creek, tributaries of the St. Johns River, and located on lands in Orange and Osceola Counties, Florida.

- 1.65 "TCR Levee Improvements" means structural alterations to L-73 and associated infrastructure to allow the water level in the TCR to be raised above the regulation schedule in effect as of the Effective Date.
- 1.66 "TCR/SJR Committee" shall have the same meaning as in the General Implementation Agreement.
- 1.67 "TCR/SJR Project" means a regional alternative water supply project withdrawing surface water from TCR and, in the future, the SJR near State Road 520 to augment TCR for water supply and agricultural purposes as more specifically stated in the General Implementation Agreement.
- 1.68 "TCR/SJR Project Agreements" means the General Implementation Agreement and those agreements identified in Section 3.2 of the General Implementation Agreement.
- 1.69 "TCR/SJR Project Facilities" means a raw water intake on the SJR, raw water transmission mains from the SJR to TCR, a discharge facility to TCR, a new or modified intake from TCR to the Dyal WTP, upgrades and expansions of the Dyal WTP, the potential construction of a new WTP, transmission pipelines and storage.
- 1.70 "TCR/SJR Project Permitting Agreement" shall have the same meaning as in the General Implementation Agreement.
- 1.71 "TCR/SJR Project Water" means Finished Water and/or Raw Water produced and delivered from the TCR/SJR Project Facilities for use by the Parties.
- 1.72 "TCR/SJR Transmission Line Agreement" shall have the same meaning as in the General Implementation Agreement.

- 1.73 "Variable Operation and Maintenance Costs" means all Operation and Maintenance Costs that change in direct proportion to changes in volume of water produced.
- 1.74 "Weighted Vote" or "Weighted Vote Method" means, when applied to a TCR/SJR Committee, the same as in the General Implementation Agreement.
- 1.75 "Wholesale Purchasers" means OCU, TWA, OUC, and ECFS.
- 1.76 "Wholesale Water Estimate" is the document submitted by the Wholesale Purchasers to the Committee detailing the quantity of Raw Water and Finished Water at an annual average daily rate, it wishes to receive during the upcoming Fiscal Year, as specified in this Contract.
- 1.77 "Wholesale Water Service" means the delivery of Cocoa System Water or TCR/SJR Project Water by Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator to the Dyal POC(s) or Phase 4 Treatment POC(s) for use by the Wholesale Purchasers.

2. ADMINISTRATION.

- 2.1 **Responsibilities of Cocoa.** In addition to its responsibilities under the General Implementation Agreement, Cocoa shall provide Wholesale Water Service to the Wholesale Purchasers according to the terms of this Contract and the General Implementation Agreement. Subject to the provisions of this Contract and the General Implementation Agreement, Cocoa shall have the sole authority and responsibility to operate and maintain the Dyal WTP, subject to Prudent Utility Practice, and is authorized to take all reasonable actions which in the discretion and judgment of Cocoa are deemed necessary to fulfill its obligations under this Contract and the General Implementation Agreement.
- 2.2 **Responsibilities of the Committee.** In addition to the Committee's responsibilities under the General Implementation Agreement, the Committee's role in governing the sale of TCR/SJR Project Water under this Contract shall be limited to:

- 2.2.1 Reviewing and approving modifications to the rate methodology for Phases 2, 3, and Phase 4 Raw Water System (Phase 4 Option 3) specified in this Contract.
- 2.2.2 Reviewing and approving that the proposed Regional Fixed Charge and Regional Usage Rate calculations for Phase 2, 3, and the Phase 4 Raw Water System (Phase 4 Option 3) are performed in accordance with this Contract.
- 2.2.3 Reviewing and approving that the proposed the Regional Usage Rate for Phase 2, and the Regional Fixed Charge and Regional Usage Rate for Phase 3, for the upcoming Fiscal Year are performed in accordance with this Contract.
- 2.2.4 Initiate the recalculation of the Phase 2 Regional Usage Rate, pursuant to this Contract.
- 2.2.5 Deciding to forego the recalculation of the Phase 2 Regional Usage Rate and Phase 3 Regional Fixed Charge and Regional Usage Rate, pursuant to this Contract.
- 2.2.6 Reviewing and approving any schedule of payment of Phase 3 or Phase 4 Raw Water System (Phase 4 Option 3) Capital Investments as specified in this Contract.
- 2.3 **Responsibilities of the Phase 4 Dyal Treatment Committee.** In addition to the Phase 4 Dyal Treatment Committee's responsibilities under the General Implementation Agreement, the Phase 4 Dyal Treatment Committee's role in governing the sale of Finished Water provided from the Phase 4 Dyal Treatment System under Phase 4 described in this Contract shall be limited to:
 - 2.3.1 Reviewing and approving modifications to the rate methodology for Phase 4 Finished Water as specified in this Contract.

- 2.3.2 Reviewing and approving that the proposed Regional Fixed Charge and Regional Usage Rate calculations for the Phase 4 Dyal Treatment System (Phase 4 Option 1) are performed in accordance with this Contract.
- 2.3.3 Reviewing and approving any schedule of payment of Phase 4 Dyal Treatment System (Phase 4 Option 1) Capital Investments as specified in this Contract.
- 2.4 **Responsibilities of a Phase 4 Non-Dyal Treatment Committee(s).** In addition to a Phase 4 Non-Dyal Treatment Committee's responsibilities under the General Implementation Agreement, a Phase 4 Non-Dyal Treatment Committee's role in governing the sale of Finished Water provided under Phase 4 from a Phase 4 Non-Dyal Treatment System described in this Contract shall be limited to:
 - 2.4.1 Reviewing and approving modifications to the rate methodology for Phase 4 Finished Water as specified in this Contract.
 - 2.4.2 Reviewing and approving that the proposed Regional Fixed Charge and Regional Usage Rate calculations for the Phase 4 Non-Dyal Treatment System (Phase 4 Option 2) are performed in accordance with this Contract.
 - 2.4.3 Reviewing and approving any schedule of payment of Phase 4 Non-Dyal Treatment System (Phase 4 Option 2) Capital Investments as specified in this Contract.
- 2.5 **TCR/SJR Committee Organization.** The membership, organization, and meetings of the TCR/SJR Committees shall be governed by Section 4 of the General Implementation Agreement.
- 2.6 **TCR/SJR Committee Decision Making.** The Parties desire and intend to encourage the TCR/SJR Committee Members to decide by Consensus as often as possible. If by a Straight Vote of a Majority of a TCR/SJR Committee, the TCR/SJR

Committee determines that Consensus cannot be reached, the TCR/SJR Committee will decide the issue by Weighted Vote.

3. DELIVERY OF WATER.

3.1 **Project Phasing.** The TCR/SJR Project will consist of the phases described in the General Implementation Agreement.

3.2 **Phase 2.** Upon implementation of Phase 2, as provided in the General Implementation Agreement, Cocoa shall deliver Cocoa System Water to the Wholesale Purchasers pursuant to the terms of this Contract.

3.3 **Phase 3.** Upon implementation of Phase 3 as provided in the General Implementation Agreement and for the volume requested by the Wholesale Purchasers, Cocoa shall deliver up to 12 MGD annual average of Finished Water to the Wholesale Purchasers, in addition to any Cocoa System Water provided.

3.4 **Phase 4.** Upon implementation of Phase 4, as provided in the General Implementation Agreement, Cocoa shall deliver no less than 24 MGD annual average of TCR/SJR Project Water (the 24 MGD includes Cocoa's present 8.83 MGD permitted allocation) in addition to any Cocoa System Water, to the Wholesale Purchasers pursuant to this Contract. For a Party's Proportionate Share of TCR/SJR Project Water in excess of 24 MGD annual average (the 24 MGD includes Cocoa's present 8.83 MGD permitted allocation), a Party may elect to receive Finished Water from either Cocoa or a Phase 4 Non-Dyal Treatment Project Administrator or may elect to receive Raw Water from Cocoa.

4. WHOLESALE WATER SERVICE.

4.1 **Delivery of Cocoa System Water.** During each Fiscal Year, following implementation of Phase 2, Cocoa shall provide Cocoa System Water to the Pipeline Administrator(s), as follows:

- 4.1.1 Notification of the Availability of Cocoa System Water. Cocoa may provide Cocoa System Water for Wholesale Water Service to the Wholesale Purchasers. The decision to provide Cocoa System Water and the amount of Cocoa System Water that may be provided is completely at the discretion of Cocoa, provided, that the initial quantity of Cocoa System Water that shall be available for use by the Wholesale Purchasers during the first three Fiscal Years after the implementation of Phase 2 shall be an annual average of 7 MGD. Cocoa may only modify this initial quantity of Cocoa System Water annually by changing the amount of Cocoa System Water available during the third upcoming Fiscal Year. Regardless of whatever change Cocoa makes to the quantity of Cocoa System Water available during the third upcoming Fiscal Year, Cocoa shall be obligated to provide the specified quantity of Cocoa System Water for the first and second upcoming Fiscal Years. This process commences each April 1, when Cocoa shall notify the Wholesale Purchasers of any changes to the quantity of Cocoa System Water that will be available for Wholesale Water Service during the third upcoming Fiscal Year. Should Cocoa fail to notify the Wholesale Purchasers of any changes to the quantity of Cocoa System Water that will be available for Wholesale Water Service for the third upcoming Fiscal Year by April 1 of each year, then Cocoa shall provide the quantity of Cocoa System Water that Cocoa had previously identified for the second upcoming Fiscal Year will be available for Wholesale Water Service during the third upcoming Fiscal Year. This process is intended to create a rolling Cocoa System Water allocation for the upcoming three Fiscal Years in order to allow the Wholesale Purchasers to reasonably plan for the use of Cocoa System Water.
- 4.1.2 Delivery of Cocoa System Water Estimate. If Cocoa System Water will be available for Wholesale Water Service during the upcoming Fiscal Year,

then each Wholesale Purchaser wishing to purchase Cocoa System Water from Cocoa shall deliver to Cocoa its Cocoa System Water Estimate for the upcoming Fiscal Year on or before May 1. The Cocoa System Water Estimate shall identify the quantity of Cocoa System Water, at an annual average daily rate, the Wholesale Purchaser wishes Cocoa to deliver to the Dyal POC(s) during the upcoming Fiscal Year. A Cocoa System Water Estimate shall not require Cocoa to provide Cocoa System Water above the quantity Cocoa declared would be available for that Fiscal Year. If the total amount of Cocoa System Water requested by all the Wholesale Purchasers submitting Cocoa System Water Estimates is equal to or less than the amount of Cocoa System Water available for sale during the upcoming Fiscal Year, then each Wholesale Purchaser shall be permitted to purchase Cocoa System Water from Cocoa in the amount requested in its Cocoa System Water Estimate. If the total amount of Cocoa System Water requested by all the Wholesale Purchasers submitting Cocoa System Water Estimate exceeds the amount of Cocoa System Water that Cocoa has announced would be available for sale during the upcoming Fiscal Year, then any Wholesale Purchaser submitting a Cocoa System Water Estimate shall only receive up to its Proportionate Share of the amount of Cocoa System Water that Cocoa has announced would be available for sale during the upcoming Fiscal Year. Any Wholesale Purchaser that fails to submit a Cocoa System Water Estimate by May 1 may not be allowed to purchase Cocoa System Water from Cocoa during the upcoming Fiscal Year unless otherwise agreed by Cocoa.

- 4.2 **Delivery of TCR/SJR Project Water.** During each Fiscal Year, Cocoa shall provide TCR/SJR Project Water to the Pipeline Administrator(s) and/or the Phase 4 Non-Dyal Treatment Project Administrator (if applicable) as part of Phases 3 and 4, and the Phase 4 Non-Dyal Treatment Project Administrator(s) shall provide

TCR/SJR Project Water to the Pipeline Administrator(s) as part of Phase 4 (if applicable), for Wholesale Water Service, as follows:

4.2.1 Delivery of Wholesale Water Estimates. Each Wholesale Purchaser shall deliver to Cocoa, the Phase 4 Non-Dyal Treatment Project Administrator(s), and the Committee its Wholesale Water Estimate for the upcoming Fiscal Year on or before May 1. The Wholesale Water Estimate shall identify the quantity of Finished Water and Raw Water, at annual average daily rates, the Wholesale Purchaser wishes Cocoa to deliver to the Dyal POC(s) and the Phase 4 Non-Dyal Treatment Project Administrator(s) to deliver to the Phase 4 Treatment POC(s) during the upcoming Fiscal Year. A Wholesale Water Estimate shall not require Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) to provide TCR/SJR Project Water in excess of the Wholesale Purchaser's Capacity Allotment, unless the Wholesale Purchaser has received all or a portion of another Wholesale Purchaser's Capacity Allotment for the upcoming Fiscal Year in accordance with the General Implementation Agreement. A Wholesale Water Estimate shall not require Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) to provide TCR/SJR Project Water in excess of the total amount of TCR/SJR Project Water that Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) is obligated to sell to the Wholesale Purchasers or the Phase 4 Non-Dyal Treatment Project Administrator(s), as appropriate, during that phase of the TCR/SJR Project. If the total amount of TCR/SJR Project Water requested by all the Wholesale Purchasers submitting Wholesale Water Estimates is equal to or less than the total amount of TCR/SJR Project Water that Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) is obligated to sell the Wholesale Purchasers during that phase of the TCR/SJR Project pursuant to the General Implementation Agreement, then each Wholesale Purchaser shall be permitted to

purchase its requested amount of TCR/SJR Project Water so long as the requested amount of TCR/SJR Project Water does not exceed its Capacity Allotment, as specified above. If the total amount of TCR/SJR Project Water requested by all the Wholesale Purchasers submitting Wholesale Water Estimates exceeds the total amount of TCR/SJR Project Water that Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) is obligated to sell the Wholesale Purchasers during that phase of the TCR/SJR Project, then each Wholesale Purchaser submitting a Wholesale Water Estimate shall receive its Proportionate Share of the TCR/SJR Project Water that Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) is obligated to sell the Wholesale Purchasers during that phase of the TCR/SJR Project. If a Wholesale Purchaser fails to deliver a Wholesale Water Estimate to Cocoa, the Phase 4 Non-Dyal Treatment Project Administrator(s), and the Committee by May 1, it will be assumed that the Wholesale Purchaser will not need any TCR/SJR Project Water during the upcoming Fiscal Year and Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) will not be under any obligation to provide TCR/SJR Project Water to that Wholesale Purchaser during the upcoming Fiscal Year. Failure to submit a Wholesale Water Estimate to Cocoa, the Phase 4 Non-Dyal Treatment Project Administrator(s) and the Committee by May 1 shall not excuse the Wholesale Purchaser from paying its Regional Fixed Charges, unless that Wholesale Purchaser had conveyed all of its Capacity Allotment to another Wholesale Purchaser for the upcoming Fiscal Year under this Section or the Wholesale Purchaser had all of its Capacity Allotment transferred to another Wholesale Customer under Section 4.2.2.

- 4.2.2 Involuntary Transfer of Unused Capacity Allotments and Modifications of Wholesale Water Estimates. In the event that one or more Wholesale Purchaser fails to submit a Wholesale Water Estimate or submits a

Wholesale Water Estimate that identifies unused Capacity Allotment to Cocoa, the Phase 4 Non-Dyal Treatment Project Administrator(s), and the Committee or does not voluntarily transfer all of its Capacity Allotment to another Wholesale Purchaser before May 1, then its unused Capacity Allotment shall be available for involuntary transfer to the other Wholesale Purchasers only for use during the upcoming Fiscal Year. In that event, the total unused Capacity Allotment may be claimed by another Wholesale Purchaser in order to increase the quantity of water requested in its Wholesale Water Estimate for the upcoming Fiscal Year. In the event two or more Wholesale Purchasers wish to utilize a Wholesale Purchaser's unused Capacity Allotment, the unused Capacity Allotment shall be divided among those Wholesale Purchasers according to their Proportionate Share. The involuntary use of another Wholesale Purchaser's Capacity Allotment shall be reflected by submission of a modified Wholesale Water Estimate to Cocoa, the Phase 4 Non-Dyal Treatment Project Administrator(s), and the Committee no later than June 1.

- 4.3 **Operation of the TCR/SJR Project Facilities.** Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) shall at all times operate and maintain the TCR/SJR Project Facilities in accordance with Prudent Utility Practices. Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) shall provide sufficient personnel, with appropriate experience to undertake all regulatory requirements, including, but not limited to those imposed by the United States Environmental Protection Agency, the United States Army Corps of Engineers, the Florida Department of Environmental Protection, the Florida Department of Health and the SJRWMD with regards to the TCR/SJR Project Facilities. If new regulatory requirements necessitate capital improvements, Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s), as applicable, shall take all necessary actions in conjunction with the appropriate TCR/SJR Committee to

accomplish the same. Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s), as applicable, shall be responsible for all regulatory violations, including compliance costs or penalties assessed for same, which arise out of or are solely created through (1) material errors or omissions by its personnel or agents in the day-to-day operations of the TCR/SJR Project Facilities; or, (2) the failure of Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s), as applicable, to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or Environmental Permit. Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) shall maintain adequate catastrophic insurance on the TCR/SJR Project Facilities on such terms and amounts as established by Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator.

4.4. Finished Water Delivery Standards.

- 4.4.1 The water quality, water pressure, and reliability standards stated in this Section shall apply for Finished Water supplied to the Pipeline Administrator(s) on behalf of the Wholesale Purchasers under this Contract for all phases of the TCR/SJR Project, unless otherwise specified herein.
- 4.4.2 The quality of the Finished Water to be delivered to the Wholesale Purchasers shall meet all applicable treatment levels prescribed by the Florida Department of Environmental Protection ("FDEP") in Chapter 62-550, Florida Administrative Code, as may be amended or transferred from time to time, as well as all other applicable regulations governing potable water.
- 4.4.3 When Cocoa provides Finished Water to the Pipeline Administrator(s), Cocoa shall deliver and the Pipeline Administrator(s) shall accept chloraminated water, unless the Parties otherwise agree by Consensus.

- 4.4.4 Cocoa shall deliver the Cocoa System Water at a minimum pressure requested by the Pipeline Administrator at the designated Dyal POC(s). Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s), as applicable, shall deliver the Finished Water at the minimum pressure determined as part of the applicable TCR/SJR Project PDRs for Phases 3 and 4 (s) as defined in the General Implementation Agreement at the Dyal POC(s) and Phase 4 Treatment POC(s), as applicable.
- 4.4.5 Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) shall routinely monitor water quality and water pressure for the Finished Water delivered to the Pipeline Administrator(s).
- 4.4.6 The Pipeline Administrator(s) and Wholesale Purchasers may independently monitor and test water quality and water pressure for the Finished Water provided by Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) under this Contract.
- 4.4.7 The Parties shall make available to each other any monitoring or testing results obtained by them regarding water quality or water pressure as it pertains to the Finished Water provided by Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) under this Contract.
- 4.4.8 If any Party learns through its monitoring or testing that the Finished Water provided by Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) does not meet the water quality or water pressure standard(s) provided herein, the Party, in addition to the noticing requirements specified in this Contract, shall provide verbal notice to Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s), as appropriate, immediately, and also provide verbal or e-mail (or other electronic communication) notice to all other Parties. Upon receipt of notice, Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s), as appropriate, shall immediately take all necessary

actions required to restore the water quality or water pressure standards required herein. The Pipeline Administrator may stop acceptance of Finished Water from Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s), as appropriate, until such time as said water is compliant with all standards provided for herein.

4.4.9 Cocoa shall ensure that Cocoa System Water and Phase 3 Finished Water be made available to the Wholesale Purchasers at all times.

4.4.10 Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) shall ensure that Phase 4 Finished Water be made available to the Parties in accordance with the operational protocol established as part of the TCR/SJR Project PDR(s) as defined in the General Implementation Agreement and the conditional limitations of the Regional Permits.

4.5. Raw Water Delivery Standards.

4.5.1 The water quality, water pressure, and reliability standards stated in this Section shall apply for any Raw Water supplied to the Phase 4 Non-Dyal Treatment Project Administrator or the Pipeline Administrator(s) on behalf of the Wholesale Purchasers, as appropriate, under this Contract for Phase 4 of the TCR/SJR Project unless otherwise specified herein.

4.5.2 Cocoa shall deliver any Raw Water at the minimum pressure and water quality determined as part of the applicable TCR/SJR Project PDRs for Phase 4 as defined in the General Implementation Agreement at the Dyal POC(s).

4.5.3 Cocoa shall routinely monitor water quality and water pressure for the Raw Water delivered to the Phase 4 Non-Dyal Treatment Project Administrator(s) or the Pipeline Administrator(s).

- 4.5.4 The Phase 4 Non-Dyal Treatment Project Administrator(s), Pipeline Administrator(s) and Wholesale Purchasers may independently monitor and test water quality and water pressure for the Raw Water provided by Cocoa under this Contract.
- 4.5.5 The Parties shall make available to each other any monitoring or testing results obtained by them regarding water quality or water pressure as it pertains to the Raw Water provided by Cocoa under this Contract.
- 4.5.6 If any Party learns through its monitoring or testing that the Raw Water provided by Cocoa does not meet the water quality or water pressure standard(s) provided herein, the Party, in addition to noticing requirements specified in this Contract, shall provide verbal notice to Cocoa, immediately, and also provide verbal or e-mail notice to all other Parties. Upon receipt of notice, Cocoa shall immediately take all necessary actions required to restore the water quality or water pressure standards required herein. The Phase 4 Non-Dyal Treatment Project Administrator(s) and Pipeline Administrator may stop acceptance of Raw Water from Cocoa until such time as said water is compliant with all standards provided for herein.
- 4.5.7 Cocoa shall ensure that any Raw Water be made available to the Parties in accordance with the operational protocol established as part of the TCR/SJR Project PDR(s) as defined in the General Implementation Agreement and the conditional limitations of the Regional Permits.

5. WATER CHARGES

- 5.1 **General.** Because the capital expenditure requirements and the operation and maintenance requirements associated with implementation of Phases 2, 3, and 4 of the TCR/SJR Project will differ in certain respects, the charges to be paid by

the Parties for water will differ based on the phase of the TCR/SJR Project from which the Finished Water or Raw Water is delivered as described further below.

5.2 **Administration.** As specified in the General Implementation Agreement, the project shall be administered as follows:

5.2.1 Phase 2. Cocoa shall be the Project Administrator of Phase 2.

5.2.2 Phase 3. Cocoa shall be the Project Administrator of Phase 3.

5.2.3 Phase 4. Three options for administration of Phase 4 are described in Section 5.7.

5.2.4 The Pipeline Administrator(s) will be selected as specified in the TCR/SJR Transmission Line Agreement.

5.3 **Transmission.** The Wholesale Purchasers shall implement a water transmission system to convey Finished Water from the Dyal POC(s), may implement a water transmission system to convey Finished Water from the Phase 4 Treatment POC(s) and may implement a water transmission system to convey Raw Water from the Dyal POC(s) to the Delivery Points in accordance with the TCR/SJR Transmission Line Agreement. Payments for the water transmission system and water usage shall be made in accordance with the TCR/SJR Transmission Line Agreement.

5.4 **Cost Allocation.** Cocoa shall allocate costs for the TCR/SJR Project as follows for all Phases:

5.4.1 Cost Categories. Cocoa shall identify all Base Year Fixed Capital Costs and Operations and Maintenance Costs.

5.4.2 Service Categories. Cocoa shall allocate the Base Year cost for each category of cost for Fixed Capital Costs and Operations and Maintenance Costs into service categories set forth in paragraphs 5.4.2.1 and 5.4.2.2. For certain cost categories, Cocoa shall distribute costs between the water and sewer/reuse service categories based on a weighted allocation.

- 5.4.2.1 Water. The water service category includes all costs associated with Cocoa's potable water system.
- 5.4.2.2 Sewer/Reuse. The sewer/reuse service category includes all costs associated with Cocoa's sewer and reclaimed water systems.
- 5.4.3 Customer Class Categories. Cocoa shall allocate the Base Year cost for each category of cost and cost offset for Fixed Capital Costs and Operations and Maintenance Costs that is allocated to the water service category as described in Section 5.4.2 into customer class categories set forth in paragraphs 5.4.3.1, 5.4.3.2, and 5.4.3.3. For certain cost categories, Cocoa shall distribute costs and cost offsets between the "Retail Only" and "Regional and Retail" customer class categories based on a weighted allocation.
 - 5.4.3.1 Retail Only. The "Retail Only" customer class category includes all costs and cost offsets that only benefit Cocoa's retail customers, such as Cocoa's potable water distribution system.
 - 5.4.3.2 Regional/Retail. The "Regional/Retail" customer class category includes all costs and cost offsets that benefit both Cocoa's retail and regional wholesale customers, such as the groundwater wells and surface water intakes as applicable to the appropriate Phase of the TCR/SJR Project.
 - 5.4.3.3 Regional. The "Regional" customer class category includes all costs and cost offsets that only benefit the regional wholesale customers.
- 5.4.4 Surface Water Supply Categories for Regional/Retail Customers. In Phase 4 only, if Cocoa is to provide Raw Water to any Wholesale Purchaser or the Phase 4 Non-Dyal Treatment Project Administrator, Cocoa shall allocate the Base Year cost for each category of cost for Fixed Capital Costs and Operations and Maintenance Costs allocated to the water

service category as described in Section 5.4.2 into surface water supply categories set forth in paragraphs 5.4.4.1 and 5.4.4.2. For certain cost categories, Cocoa shall distribute costs between the surface water supply and remainder of regional/retail budget categories based on a weighted allocation.

5.4.4.1 Surface Water Supply. All costs associated with raw surface water systems including surface water intakes, raw water pumping, and raw water transmission as applicable to the appropriate Phase of the TCR/SJR Project. For Phase 4 Option 3, the surface water supply category shall specifically be the surface water supply systems associated only with the Phase 4 Raw Water Systems.

5.4.4.2 Remainder of Regional/Retail. All costs in the Regional/Retail customer class category not associated with surface water supply.

5.4.5 Fixed Capital Cost Categories. Cocoa shall allocate Base Year Fixed Capital Costs into the following categories:

5.4.5.1 Cash Funded Capital. Cash funded capital will be calculated by the application of the capital funding allocation factor to Fixed Capital Costs as described in Section 5.4.6.4.

5.4.5.2 Debt Funded Capital. Capital project expenses funded from the issuance of debt as determined by the application of the capital funding allocation factor to Fixed Capital Costs as described in Section 5.4.6.4 and the imputed annual debt service for the debt funded portion to be included in the net revenue requirement using the same terms for debt funding as in the 5-year capital improvement program (CIP).

5.4.6 Allocation Factors. Cocoa shall assign cost allocation factors to service categories, customer class categories, surface water supply categories, and capital funding categories for regional/retail customers as follows:

5.4.6.1 Direct Allocation. All of the costs associated with the cost category are directly assigned to a service category or customer category.

5.4.6.2 Criteria Allocation. Costs associated with the cost category are assigned to a service category or customer category based on a specific criterion such as miles of pipe, budget year equivalent residential units (ERUs), full time equivalent (FTE) employees, CIP costs, reserved capacity, or staff estimate, as appropriate.

5.4.6.3 Weighted Allocation. Costs associated with the cost category are assigned to a service category or customer category based on a weighted percentage of all allocated costs that were allocated based upon direct assignment or application of an allocation criterion.

5.4.6.4 Capital Funding Allocation. Costs associated with the capital funding category are assigned to cash funded capital or debt funded capital based on the average distribution between cash funded capital and debt funded capital projected in the 5-year CIP. The annual debt service for the debt funded portion of capital funding to be included in the net revenue requirement is to be calculated using the same terms for debt funding as in the 5-year CIP.

5.5 **Cocoa System Water Charges**. The Wholesale Purchasers shall pay Cocoa for Cocoa System Water during Phase 2, as follows:

5.5.1 Regional Usage Rate. The initial Phase 2 Regional Usage Rate will be \$2.44 per thousand gallons as set forth in **Exhibit 1**. The Phase 2 Regional Usage Rate will be in effect until the initial delivery of Finished Water

from Phase 3, at which time the charges and rates will be updated as described in Section 5.6.

5.5.2 Rate Adjustments. For each Fiscal Year following the execution of this Contract, the Regional Usage Rate for Phase 2 shall be adjusted (increased or decreased) as described below. In the event Cocoa does not adopt a change to its retail water rates, the Regional Usage Rate shall remain unchanged from the previous Fiscal Year.

5.5.2.1 If Cocoa adopts a uniform water rate adjustment that applies to all of its water service and consumption charges that include the fixed monthly charges and water usage rates; that uniform rate adjustment (expressed as a percentage compared to the previous rate) shall be applied to determine the Regional Usage Rate for the upcoming Fiscal Year. When determining whether Cocoa has adopted a uniform water rate adjustment, other water system charges such as specific service charges, impact fees, fire protection, and connection charges shall not be considered.

5.5.2.2 If Cocoa applies varying rate adjustments to its water service and consumption charges that include the fixed monthly charges and water usage rates, then Cocoa shall determine the overall percent change in water rate revenue that shall be generated from the adjusted water rates from customers in Cocoa's city limits ("In-City"), and that overall percentage change in such water rate revenue shall be applied to determine the Regional Usage Rate for the upcoming Fiscal Year. Cocoa's proposed change in rate shall be accompanied by a report demonstrating the manner in which the change in rate was computed for the upcoming Fiscal Year.

5.5.3 Rate Recalculation. The Regional Usage Rate for Phase 2 may be recalculated and updated, in lieu of the annual rate adjustment, by Consensus of the Committee before the initiation of delivery of water from Phase 2 and shall be recalculated every five (5) years after the initiation of the delivery of water from Phase 2, unless by Consensus the Committee decides otherwise. The Regional Usage Rate for Phase 2 shall be recalculated by dividing the Wholesale Purchasers' portion of the total costs in the Regional/Retail customer cost category and Rate of Return by the Cocoa System Water usage in thousand gallons for the Current Year to determine a rate per thousand gallons, as presented in **Exhibit 1** and as described below:

5.5.3.1 Costs and other supplemental information in **Exhibit 1** shall be updated based on Base Year actual costs with Variable Operations and Maintenance Costs adjusted as appropriate based upon combined expected Regional Water Usage and Retail Water Usage for the Current Year, compared to the Base Year Cocoa System Water usage and Base Year Retail Water Usage.

5.5.3.2 The Current Year will be the Fiscal Year for which the Regional Usage Rate is being recalculated.

5.5.3.3 Retail Water Usage will be based on actual usage during the Base Year.

5.5.3.4 Cocoa System Water shall be the quantity of water made available by Cocoa as determined in Section 4.

5.5.3.5 Total Base Year costs in the Regional/Retail customer cost category shall be calculated as the sum of the Regional/Retail components of the following costs: Cash Funded Capital, Fixed Operations and Maintenance Costs, Variable Operations and Maintenance Costs, cost offsetting revenues, Annual Storage

Fee Payment, and Fixed Debt Service Costs, as demonstrated in **Exhibit 1**. Depreciation is not included in the calculation of costs. The capital funding allocation (pursuant to Section 5.4.6.4) used in the calculation of Cash Funded Capital shall not exceed 40 percent.

- 5.5.3.6 Total Base Year costs in the Regional/Retail customer cost category shall be multiplied by the ratio of Cocoa System Water usage to the total combined Cocoa System Water usage and Retail Water Usage to determine the Base Year costs associated with the Regional cost category.
- 5.5.3.7 The cost associated with the Rate of Return shall be added to the Regional cost category for Phase 2. The Rate of Return shall not be applied to the Annual Storage Fee Payment.
- 5.5.3.8 The Base Year Regional Usage Rate will be calculated by dividing Base Year Regional customer costs by the Cocoa System Water usage to determine a cost per thousand gallons. The Regional Usage Rate for the Base Year shall be adjusted to the Current Year using the Current Year rate adjustment as described in Section 5.5.2.
- 5.5.3.9 Cocoa's proposed change in rate shall be accompanied by a report demonstrating the manner in which the change in rate was computed for the upcoming Fiscal Year.
- 5.5.4 Regional Usage Charge. During Phase 2, the Wholesale Purchaser(s) shall pay Cocoa a Regional Usage Charge based on the quantity of water delivered to the Dyal POC(s).
- 5.5.5 Regional Usage Charge Calculation. The Regional Usage Rate for Phase 2 shall be multiplied by each Wholesale Purchaser's share of the actual monthly flow measured at a Dyal POC to determine the Regional Usage Charge to be paid to Cocoa by each Wholesale Purchaser on a monthly

basis. Each Wholesale Purchaser's share of the actual monthly flow measured at a Dyal POC shall be based on the actual monthly flows measured at the Delivery Point(s) associated with each Dyal POC as specified in Section 6 of this Contract. If Cocoa does not deliver any water to the Dyal POC(s) in a given month, there shall be no Regional Usage Charge for that month.

5.5.6 Contributed Capital Costs. The Wholesale Purchasers shall not directly pay for any Contributed Capital Costs associated with Cocoa's water supply and treatment system upstream of the Dyal POC(s).

5.6 **Phase 3 Water Charges.** The Parties shall pay Cocoa for TCR/SJR Project Water during Phase 3, as specified below.

5.6.1 Capital Investment. The Parties shall pay to Cocoa on a schedule approved by the Committee a charge equal to their Proportional Share of any Capital Investments for Phase 3 as defined in the General Implementation Agreement.

5.6.2 Phase 3 Charges and Rates. In the Fiscal Year prior to the initial delivery of Finished Water from Phase 3, Cocoa shall calculate the initial Regional Fixed Charge and Regional Usage Charge to be paid for water made available as a result of the implementation of Phase 3.

5.6.3 Phase 2 Rates Termination. Upon the initial delivery of Finished Water during Phase 3, the Phase 2 Regional Usage Rate charged by Cocoa for Cocoa System Water shall terminate, and any Cocoa System Water Cocoa provided during Phase 3 shall be charged at the Phase 3 Charges and Rates.

5.6.4 Regional Fixed Charge. The Parties shall pay Cocoa a Regional Fixed Charge for that Party's Capacity Allotment of Phase 3.

5.6.5 Regional Fixed Charge Calculation. The Regional Fixed Charge for Phase 3 shall be calculated by dividing the sum of Base Year annual Cash Funded Capital, Fixed Operations and Maintenance Costs including the associated

Rate of Return, Annual Storage Fee Payment, Fixed Debt Service costs, and cost offsetting revenues associated with the Regional customer cost category by the Phase 3 TCR/SJR Project annual average daily capacity at the Dyal WTP adjusted to the Current Year to determine a fixed charge per unit of treatment plant capacity in MGD, as demonstrated in **Exhibit 2** and as described below.

- 5.6.5.1 Costs and other supplemental information in **Exhibit 2** shall be updated based on actual costs for the Base Year.
- 5.6.5.2 The Current Year will be the Fiscal Year for which the Regional Fixed Charge is being calculated.
- 5.6.5.3 Retail Water Usage will be based on actual annual average daily usage during the Base Year.
- 5.6.5.4 Total Base Year fixed costs in the Regional/Retail customer cost category for Phase 3 shall be calculated as the sum of Cash Funded Capital, Fixed Operations and Maintenance Costs, cost offsetting revenues, Annual Storage Fee Payment, and Fixed Debt Service Costs, as demonstrated in **Exhibit 2**. Depreciation is not included in the calculation of total costs. The capital funding allocation (pursuant to Section 5.4.6.4) used in the calculation of Cash Funded Capital shall not exceed 40 percent.
- 5.6.5.5 The total Base Year fixed costs associated with the Regional/Retail customer cost category shall be multiplied by the ratio of the Phase 3 TCR/SJR Project annual average capacity at the Dyal WTP to the total annual average capacity that can be produced by the Dyal WTP to determine the costs associated with the Regional customer cost category.
- 5.6.5.6 The Base Year cost associated with the Rate of Return shall be added to the Regional cost category for Phase 3. The Rate of Return shall not be applied to the Annual Storage Fee Payment.

5.6.5.7 The Base Year fixed cost associated with the Regional customer cost category shall be divided by the Phase 3 TCR/SJR Project annual average daily capacity at the Dyal WTP in MGD to calculate an annual Regional Fixed Charge for the Base Year per MGD of capacity. The annual Regional Fixed Charge for the Base Year per MGD of capacity shall be divided by 12 to calculate a monthly Regional Fixed Charge for the Base Year per MGD of capacity. The monthly fixed charge per MGD of capacity shall be adjusted to the Current Year using the Current Year rate adjustment adopted by Cocoa as described in Section 5.6.9. The monthly Regional Fixed Charge for the Current Year per MGD of capacity shall be multiplied by each Party's Proportional Share of the TCR/SJR Phase 3 capacity in MGD to calculate the Regional Fixed Charge to be paid to Cocoa on a monthly basis. If a Party does not take water from the TCR/SJR Project, or a Party's service is terminated due to non-payment, that Party shall still be responsible for paying the Regional Fixed Charge, unless all of the Party's allocation was conveyed or assigned to another Party pursuant to the General Implementation Agreement.

5.6.6 Regional Usage Rate. The Regional Usage Rate for Phase 3 shall be calculated by dividing annual variable costs associated with the Regional customer cost category by the Regional Water Usage in thousand gallons to determine a rate per thousand gallons, as demonstrated in **Exhibit 2** and as described below.

5.6.6.1 Costs and other supplemental information in **Exhibit 2** shall be updated based on actual costs in the Base Year.

5.6.6.2 The Current Year will be the Fiscal Year for which the Regional Usage Rate is being calculated.

- 5.6.6.3 Retail Water Usage will be based on actual annual average daily usage during the Base Year.
- 5.6.6.4 Regional Water Usage shall be based on the Wholesale Purchaser's actual annual average daily usage during the Base Year. For the initial year the Phase 3 charges and rates are calculated, the Regional Water Usage shall be based on the Party's Wholesale Water Estimate.
- 5.6.6.5 Total Base Year variable costs in the Regional/Retail customer cost category for Phase 3 shall be calculated as the Variable Operations and Maintenance Costs for the Base Year, adjusted as appropriate based upon combined expected Regional Water Usage and Retail Water Usage for the Current Year, compared to the Regional Water Usage and Retail Water Usage for the Base Year, as demonstrated in **Exhibit 2**.
- 5.6.6.6 The total Base Year variable costs associated with the Regional/Retail customer cost category shall be multiplied by the ratio of the Regional Water Usage to the sum of Retail Water Usage and Regional Water Usage to determine the Base Year costs associated with the Regional customer cost category.
- 5.6.6.7 The Base Year cost associated with the Rate of Return shall be added to the Regional cost category for Phase 3.
- 5.6.6.8 The Regional Usage Rate for the Base Year will be calculated by dividing the Base Year variable costs associated with the regional customer cost category by the Regional Water Usage to determine a rate per thousand gallons for the Base Year. The Regional Usage Rate for the Base Year shall be adjusted to the Current Year using the Current Year rate adjustment adopted by Cocoa as described in Section 5.6.9.

- 5.6.7 Regional Usage Charge. During Phase 3, the Parties shall pay Cocoa a Regional Usage Charge based on the quantity of water delivered to the Dyal POC(s).
- 5.6.8 Regional Usage Charge Calculation. The Regional Usage Rate for Phase 3 shall be multiplied by each Wholesale Purchaser's share of the actual monthly flow measured at a Dyal POC to determine the Regional Usage Charge to be paid to Cocoa by each Wholesale Purchaser on a monthly basis. Each Wholesale Purchaser's share of the actual monthly flow measured at a Dyal POC shall be based on the actual monthly flows measured at the Delivery Point(s) associated with each Dyal POC as specified in Section 6 of this Contract. If Cocoa does not deliver any water to the Dyal POC(s) in a given month, there shall be no Regional Usage Charge for that month.
- 5.6.9 Rate Adjustments. For each Fiscal Year following the initial delivery of Finished Water during Phase 3, the Regional Fixed Charge and Regional Usage Rate shall be adjusted (increased or decreased) as described below. In the event Cocoa does not adopt a change to its retail water rates, the Regional Usage Rate shall remain unchanged from the previous Fiscal Year.
- 5.6.9.1 If Cocoa adopts a uniform water rate adjustment that applies to all of its water service and consumption charges that include the fixed monthly charges and water usage rates; that uniform rate adjustment (expressed as a percentage compared to the previous rate) shall be applied to determine the Regional Usage Rate for the upcoming Fiscal Year. When determining whether Cocoa has adopted a uniform water rate adjustment, other water system charges such as specific service charges, impact fees, fire protection, and connection charges shall not be considered.

- 5.6.9.2 If Cocoa applies varying rate adjustments to its water service and consumption charges that include the fixed monthly charges and water usage rates, then Cocoa shall determine the overall percent change in water rate revenue that shall be generated from the adjusted water rates from customers in Cocoa's city limits ("In-City"), and that overall percentage change in such water rate revenue shall be applied to determine the Regional Fixed Charge and Regional Usage Rate for the upcoming Fiscal Year. Cocoa's proposed change in rate shall be accompanied by a detailed report demonstrating the manner in which the change in rate was computed for the upcoming Fiscal Year.
- 5.6.9.3 If one or more Parties select Cocoa to provide Finished Water as the Phase 4 Dyal Treatment Project Administrator for their Phase 4 Capacity Allotment, the Phase 3 annual rate adjustment process shall continue until the initial delivery of Finished Water from Phase 4 by Cocoa to that Party(s).
- 5.6.9.4 If one or more Parties select a Wholesale Purchaser to be the Phase 4 Non-Dyal Treatment Project Administrator for their Phase 4 Capacity Allotment, Cocoa shall continue to provide up to 24 MGD of Finished Water from Phase 3 (including Cocoa's existing 8.83 MGD annual average permitted allocation) and any Cocoa System Water still available from Phase 2 at the Phase 3 Finished Water charges and rates to that Wholesale Purchaser(s), and the Phase 3 annual rate adjustment process shall continue to be applied to Finished Water provided to that Wholesale Purchaser by Cocoa throughout Phase 4.
- 5.6.9.5 If one or more Parties select to receive Raw Water from Cocoa under Phase 4, Cocoa shall continue to provide up to 24 MGD of

Finished Water from Phase 3 (including Cocoa's existing 8.83 MGD annual average permitted allocation) and any Cocoa System Water still available from Phase 2 at the Phase 3 Finished Water charges and rates to that Wholesale Purchaser(s), and the Phase 3 annual rate adjustment process shall continue to be applied to Finished Water provided by Cocoa to that Wholesale Purchaser throughout Phase 4.

5.6.10 Rate Recalculation. The Regional Fixed Charge and Regional Usage Rate for Phase 3 shall be recalculated every five (5) years after the initiation of the delivery of water from Phase 3, unless by Consensus the Committee decides otherwise, using a process that is in accordance with **Exhibit 2** and as described in Section 5.6. Any proposed change in rate by Cocoa shall be accompanied by a detailed report demonstrating the manner in which the change in Regional Fixed Charge and Regional Usage Rate was computed for the upcoming Fiscal Year.

5.7 **Phase 4 Administration Options.** The options for the administration of Phase 4 are presented below. As specified in the General Implementation Agreement, each Party shall individually elect the option(s) for implementation of its portion of Phase 4. The Parties recognize that the possibility exists of all Parties selecting the same option or some or all of the Parties selecting different options. For all Phase 4 implementation options, Cocoa shall continue to produce and deliver up to 24 MGD of Finished Water from Phase 3 (including Cocoa's existing 8.83 MGD annual average permitted allocation) and any Cocoa System Water still available from Phase 2. For all Phase 4 implementation options, Cocoa shall also implement the Raw Water System.

5.7.1 Cocoa as the Phase 4 Dyal Treatment Project Administrator (Option 1).

Under this option, Cocoa will implement the Phase 4 Dyal Treatment System required to produce and deliver Finished Water to the Pipeline Administrator(s) at the Dyal POC(s) under Phase 4 as directed by the

Phase 4 Dyal Treatment Committee, as described in the General Implementation Agreement. Under this option, if all Parties select to have Cocoa provide Finished Water under Phase 4, Cocoa shall implement all infrastructure required to deliver Finished Water to the Pipeline Administrator(s). The Pipeline Administrator(s) shall be responsible for delivering Finished Water from the Dyal POC(s) to the Delivery Points in accordance with the terms of the TCR/SJR Transmission Line Agreement.

5.7.2 A Wholesale Purchaser(s) as Phase 4 Non-Dyal Treatment Project Administrator(s) (Option 2). Under Option 2, a Wholesale Purchaser(s) will implement all or a portion of the Phase 4 Non-Dyal Treatment System(s) required to produce and deliver Finished Water to the Pipeline Administrator(s). Under this option, the Phase 4 Non-Dyal Treatment Project Administrator(s) will deliver water from the Dyal POC(s) to the Phase 4 Non-Dyal Treatment System(s). In addition under this option, Cocoa will provide Raw Water to the Phase 4 Non-Dyal Treatment Project Administrator(s) at the Dyal POC(s). The Pipeline Administrator(s) shall be responsible for delivering Finished Water from the Phase 4 Treatment POC(s) to the Delivery Points in accordance with the terms of the TCR/SJR Transmission Line Agreement.

5.7.3 Raw Water (Option 3). For a Party(s) that elects to receive Raw Water in Phase 4, Raw Water shall be obtained from Cocoa at the Dyal POC(s). The Pipeline Administrator(s) shall be responsible for delivering Raw Water from the Dyal POC(s) to the Delivery Points in accordance with the terms of the TCR/SJR Transmission Line Agreement.

5.8 **Phase 4 Charges and Rates when Cocoa Provides Finished Water Under Phase 4 (Option 1).** Parties that elect to have Cocoa provide Finished Water under Phase 4 as the Phase 4 Dyal Treatment Project Administrator shall pay Cocoa a Regional Fixed Charge and a Regional Usage Rate during Phase 4.

- 5.8.1 Capital Investment. Any Party that selected Cocoa to provide Finished Water under Phase 4 may opt to pay to Cocoa as the Phase 4 Dyal Treatment Project Administrator on a schedule approved by the Phase 4 Dyal Treatment Committee a charge equal to their Capital Investments related to the construction of any component of the Phase 4 Dyal Treatment System and Raw Water System associated with Phase 4 for that Party's Phase 4 Capacity Allotment. If a Party opts to pay Contributed Capital Costs, the Capital Investments shall not be applied in the calculation of the Phase 4 Charges and Rates for that Party. No fees, charges, requirements or conditions related to Obligations, bonding and/or other financing options for Phase 4 infrastructure shall be applied to the Parties that pay Contributed Capital Costs for Phase 4.
- 5.8.2 Phase 3 Charges and Rates Termination. Upon the initial delivery of TCR/SJR Project Water to a Party that selects Cocoa to provide Finished Water from Phase 4, the Phase 3 Regional Fixed Charge and Regional Use Rate charged to that Party by Cocoa for Cocoa System Water and TCR/SJR Project Finished Water during Phase 3 shall terminate, and Cocoa System Water and TCR/SJR Project Water shall be charged to that Party at the Phase 4 Rates.
- 5.8.3 Regional Fixed Charge. The Parties that select Cocoa to provide Finished Water under Phase 4 shall pay Cocoa a Regional Fixed Charge for that Party's Phase 4 Capacity Allotment.
- 5.8.4 Regional Fixed Charge Calculation. The Regional Fixed Charge for Phase 4 for Parties that selected Cocoa to provide Finished Water under Phase 4 shall be calculated by dividing the sum of annual Cash Funded Capital; Fixed Operations and Maintenance Costs including the associated Rate of Return; Annual Storage Fee Payment; Fixed Debt Service Cost; and cost offsetting revenues associated with the Regional customer cost category for the Base Year by the Phase 4 TCR/SJR Project annual average daily

capacity at the Dyal WTP and any expanded or new treatment at the Dyal WTP implemented in association with Phase 4 to determine an annual Regional Fixed Charge for the Base Year per unit treatment plant capacity in MGD. The annual Regional Fixed Charge for the Base Year per unit treatment plant capacity in MGD shall be divided by 12 to calculate a monthly Regional Fixed Charge for the Base Year per MGD of capacity. The monthly Regional Fixed Charge for the Base Year per MGD of capacity shall be adjusted to the Current Year using the Current Year rate adjustment adopted by Cocoa as described in Section 5.6.9. The monthly Regional Fixed Charge for the Current Year per MGD of capacity shall be multiplied by the Capacity Allotment of each Party that selected Cocoa to provide Finished Water under Phase 4 in MGD to calculate the Regional Fixed Charge to be paid by each Party on a monthly basis. The calculation of the Regional Fixed Charge for Phase 4 shall be performed consistent with calculation of the Regional Fixed Charge for Phase 3 as demonstrated in **Exhibit 2** and described in Section 5.6. The capital funding allocation (pursuant to Section 5.4.6.4) used in the calculation of Cash Funded Capital shall not exceed 40 percent. If a Party does not take water from the TCR/SJR Project, or is shut down due to non-payment, the Party shall still be responsible for paying the Regional Fixed Charge, unless all of that Party's allocation was transferred to another Party pursuant to the General Implementation Agreement.

- 5.8.5 Obligations. In addition to the Fixed Capital Costs and Fixed Operation and Maintenance Costs, if a Party requests and Cocoa agrees to have Cocoa issue an Obligation to finance its portion of the Contributed Capital Cost associated with the development, design, and construction of the infrastructure required to be constructed for that Party's Phase 4 Capacity Allotment, the requesting Party and Cocoa shall enter a separate agreement governing the terms of financing through that Obligation.

- 5.8.6 Regional Usage Rate. The Regional Usage Rate for Phase 4 for Parties that selected Cocoa to provide Finished Water under Phase 4 shall be calculated by dividing the annual Base Year Variable Operations and Maintenance Costs including the associated Rate of Return associated with the Regional cost category by the Base Year Regional Water Usage in thousand gallons to determine a Base Year Regional Usage Rate per thousand gallons for Finished Water produced and delivered by Cocoa under Phase 4. The Base Year Regional Usage Rate shall be adjusted to the Current Year using the Current Year rate adjustment adopted by Cocoa as described in Section 5.6.9. This calculation shall be performed consistent with the calculation of the Regional Usage Rate for Phase 3 as demonstrated in **Exhibit 2** and described in Section 5.6.6.
- 5.8.7 Regional Usage Charge. During Phase 4, the Parties shall pay Cocoa a Regional Usage Charge based on the quantity of water delivered to the Dyal POC(s).
- 5.8.8 Regional Usage Charge Calculation. The Regional Usage Rate for Phase 4 shall be multiplied by each Wholesale Purchaser's share of the actual monthly flow measured at a Dyal POC to determine the Regional Usage Charge to be paid to Cocoa by each Wholesale Purchaser on a monthly basis. Each Wholesale Purchaser's share of the actual monthly flow at a Dyal POC shall be based on the actual monthly flows measured at the Delivery Point(s) associated with each Dyal POC as specified in Section 6 of this Contract. If Cocoa does not deliver any water to the Dyal POC(s) in a given month, there shall be no Regional Usage Charge for that month.
- 5.8.9 Rate of Return. A Rate of Return shall be applied consistent with the methodology described in Section 5.6. The Rate of Return shall not be applied to the Annual Storage Fee Payment.
- 5.8.10 Rate Recalculation. For each Fiscal Year following the initial delivery of Finished Water during Phase 4, the Regional Fixed Charge and Regional

Usage Charge shall be recalculated and adjusted (increased or decreased) consistent with the calculations of the Regional Fixed Charge and Regional Usage Charge described in this section. The Phase 4 Dyal Treatment Committee and any Wholesale Purchaser shall have the right to conduct its own audit at its sole expense by a certified public accounting firm of the recalculation. A copy of the audit will be provided at the request of any Party. Wholesale Purchasers that have not chosen to have Cocoa provide Finished Water under Phase 4 as the Phase 4 Dyal Treatment Project Administrator will continue to receive Phase 3 Finished water from Cocoa and the Phase 3 rates will be recalculated as provided for in Section 5.6.10 - Rate Recalculation and adjusted annually as provided for in Section 5.6.9 - Rate Adjustments.

5.8.12 Notice. On or before May 15 prior to the Fiscal Year after initiation of Phase 4 and every May 15 thereafter, Cocoa shall notify the Parties of the preliminary water charges and rates to be billed by Cocoa for the upcoming Fiscal Year. Cocoa's preliminary charges and rates shall be accompanied by a report detailing the calculation of the charges and rates computed for the upcoming Fiscal Year. On or before July 30 prior to the Fiscal Year after initiation of Phase 4 and every July 30 thereafter, Cocoa shall notify the Parties of the final water charges and rates to be billed by Cocoa for the upcoming Fiscal Year.

5.9 **Phase 4 Charges and Rates when a Wholesale Purchaser Other than Cocoa is a Phase 4 Non-Dyal Treatment Project Administrator (Option 2).** When a Wholesale Purchaser(s) is the Phase 4 Non-Dyal Treatment Project Administrator for all or a portion of the Finished Water produced and delivered from Phase 4, the Wholesale Purchasers that selected another Wholesale Purchaser(s) as the Phase 4 Non-Dyal Treatment Project Administrator shall pay charges and rates for water during Phase 4 as provided below.

- 5.9.1 Phase 2 and Phase 3 Finished Water. For any Wholesale Purchaser that selected a Wholesale Purchaser(s) to provide Finished Water under Phase 4, Cocoa shall continue to deliver that Wholesale Purchaser's share of Cocoa System Water as Finished Water to the Pipeline Administrator(s) at the Dyal POC(s). Cocoa shall also continue to deliver that Wholesale Purchaser's Capacity Allotment of TCR/SJR Project Water available from Phase 3 as Finished Water, up to a total Phase 3 capacity of 24 MGD annual average (including Cocoa's existing 8.83 MGD annual average permitted allocation) to the Pipeline Administrator(s) at the Dyal POC(s). If the daily quantity of water available from the TCR/SJR Project is less than 24 MGD (including Cocoa's existing 8.83 MGD annual average permitted allocation), Cocoa shall provide all water available from the Project as Finished Water to the Pipeline Administrator(s) and Cocoa. If the daily quantity of water available from the TCR/SJR Project is greater than 24 MGD (including Cocoa's existing 8.83 MGD annual average permitted allocation), Cocoa shall provide 24 MGD (including Cocoa's existing 8.83 MGD annual average permitted allocation) of Finished Water from the TCR/SJR Project to the Pipeline Administrator(s) and Cocoa.
- 5.9.2 Phase 2 and Phase 3 Finished Water Charges and Rates. Cocoa System Water provided to the Pipeline Administrator(s) during Phase 4 shall be billed to the Wholesale Purchaser(s) by Cocoa at the Phase 3 Charges and Rates provided for in Section 5.6. TCR/SJR Project Water available as a result of Phase 3 and provided to the Pipeline Administrator(s) and Cocoa during Phase 4 shall be billed to the Parties by Cocoa at the Phase 3 Charges and Rates provided for in Section 5.6.
- 5.9.3 Phase 4 Raw Water Charges and Rates. Cocoa shall charge the Phase 4 Non-Dyal Treatment Project Administrator Phase 4 Raw Water charges and rates for Raw Water delivered to the Dyal POC(s) during Phase 4.

These charges and rates shall be developed by Cocoa as specified for Cocoa delivering Raw Water directly to a Wholesale Purchaser in Section 5.11.

5.9.4 Phase 4 Finished Water Charges and Rates. The Wholesale Purchaser(s) that select a Wholesale Purchaser(s) to provide Finished Water under Phase 4 shall pay the Phase 4 Non-Dyal Treatment Project Administrator a Regional Fixed Charge for Finished Water made available by the Phase 4 Non-Dyal Treatment Project Administrator under Phase 4. The Wholesale Purchasers(s) shall pay the Phase 4 Non-Dyal Treatment Project Administrator a Regional Usage Charge for Finished Water provided under Phase 4 by the Phase 4 Non-Dyal Treatment Project Administrator to the Phase 4 Treatment POC(s). Phase 4 Finished Water charges and rates shall be developed by the Phase 4 Non-Dyal Treatment Project Administrator sufficient to pay the Fixed Capital Costs, Renewal and Replacement Costs, Fixed Operation and Maintenance Costs and Variable Operation and Maintenance Costs including the associated Rate of Return based upon cost-of-service principals as described herein.

5.9.4.1 Phase 4 Non-Dyal Treatment Project Administrator(s). The Phase 4 Non-Dyal Treatment Project Administrator shall be one of the Wholesale Purchasers as determined under the General Implementation Agreement. The Phase 4 Non-Dyal Treatment Project Administrator shall charge the Wholesale Purchaser(s) for Finished Water delivered to the Phase 4 Non-Dyal Treatment POC(s). These charges shall include the Raw Water Usage Charges billed to the Phase 4 Non-Dyal Treatment Project Administrator by Cocoa for the delivery of Raw Water provided under Phase 4 to the Dyal POC(s), and the charges and rates required for the Phase 4 Non-Dyal Treatment System.

- 5.9.4.2 Capital Investment. Any Party that selected another Wholesale Purchaser(s) to provide Finished Water under Phase 4 may opt to pay the Phase 4 Non-Dyal Treatment Project Administrator on a schedule approved by the Phase 4 Non-Dyal Treatment Committee for their Contributed Capital Costs related to the construction of any component of the Phase 4 Non-Dyal Treatment System for that Wholesale Purchaser's Phase 4 Capacity Allotment. If a Wholesale Purchaser opts to pay Capital Investments, the Capital Investments shall not be applied in the calculation of the Phase 4 Finished Water Charges and Rates for that Wholesale Purchaser. No fees, charges, requirements or conditions related to bonding and/or other financing options for the Phase 4 Non-Dyal Treatment System shall be applied to the Wholesale Purchasers that pay Contributed Capital Costs for Phase 4.
- 5.9.4.3 Finished Water Regional Fixed Charge. The Parties that select a Wholesale Purchaser(s) to provide Finished Water under Phase 4 shall pay the Phase 4 Non-Dyal Treatment Project Administrator a Regional Fixed Charge consisting of all Fixed Capital Costs, Renewal and Replacement Costs, Fixed Operations and Maintenance Costs including the associated Rate of Return, and Raw Water Regional Fixed Charges associated with the Phase 4 Non-Dyal Treatment System for that Wholesale Purchaser's Phase 4 Capacity Allotment. Depreciation is not included in the calculation of costs.
- 5.9.4.4 Finished Water Regional Fixed Charge Calculation. The Regional Fixed Charge for Finished Water provided by the Phase 4 Non-Dyal Treatment Project Administrator during

Phase 4 shall be calculated by dividing the sum of TCR/SJR Project annual Fixed Capital Costs, Renewal and Replacement Cost, Fixed Operations and Maintenance Costs including the associated Rate of Return, and Raw Water Regional Fixed Charges billed to the Phase 4 Non-Dyal Treatment Project Administrator by Cocoa, by the total capacity of the Phase 4 Non-Dyal Treatment System to determine a fixed annual charge per unit of treatment plant capacity in MGD. The capital funding allocation (pursuant to Section 5.4.6.4) used in the calculation of Cash Funded Capital shall not exceed 40 percent. This calculation should be done in a similar manner and consistent with the methodology used to develop the Regional Fixed Charge billed by Cocoa when a Wholesale Purchaser selects Cocoa to provide Finished Water under Phase 4, as demonstrated in **Exhibit 2** and described in Section 5.8. The fixed charge per MGD of capacity shall be multiplied by the Phase 4 Capacity Allotment of each Wholesale Purchaser in MGD to calculate a fixed annual charge for each Wholesale Purchaser. The fixed annual charge shall be divided by 12 to calculate the Regional Fixed Charge to be paid to the Phase 4 Non-Dyal Treatment Project Administrator by each Wholesale Purchaser on a monthly basis for the Phase 4 Non-Dyal Treatment System. If a Wholesale Purchaser does not take water from Phase 4 of the TCR/SJR Project, or is shut down due to non-payment, the Wholesale Purchaser shall still be responsible for paying the Regional Fixed Charge, unless all of the Wholesale Purchaser's allocation was transferred to another Wholesale Purchaser pursuant to the General Implementation Agreement.

5.9.4.5 Obligations. In addition to the Fixed Capital Costs, Renewal and Replacement Costs, and Fixed Operation and Maintenance Costs, if a Wholesale Purchaser requests and the Phase 4 Non-Dyal Treatment Project Administrator agrees to have the Phase 4 Non-Dyal Treatment Project Administrator issue an Obligation to finance its portion of the Contributed Capital Cost associated with the development, design, and construction of the infrastructure to be constructed by the Phase 4 Non-Dyal Treatment Project Administrator for that Party's Phase 4 Capacity Allotment. The requesting Party and Phase 4 Non-Dyal Treatment Project Administrator shall enter into a separate agreement governing the terms of financing through that Obligation.

5.9.4.6 Finished Water Regional Usage Rate. The Regional Usage Rate for Phase 4 for Parties that selected a Wholesale Purchaser(s) to provide Finished Water under Phase 4 shall be calculated by dividing the TCR/SJR Project Variable Operations and Maintenance Costs including the associated Rate of Return of the Phase 4 Non-Dyal Treatment System and Raw Water Regional Water Usage Charges billed to the Phase 4 Non-Dyal Treatment Project Administrator by Cocoa, by the Regional Water Usage expressed as a rate per thousand gallons. Regional Water Usage shall be based on the Wholesale Purchaser's actual annual average daily usage during the Base Year. For the initial year the Phase 4 charges and rates are calculated, the Regional Water Usage shall be based on the Party's Wholesale Water Estimate. This calculation should be done in a similar manner and consistent with the methodology used to develop the Regional Usage Rate billed

by Cocoa when a Wholesale Purchaser selects Cocoa to provide Finished Water under Phase 4, as demonstrated in **Exhibit 2** and described in Section 5.8.

5.9.4.7. Regional Usage Charge. During Phase 4, Wholesale Purchasers shall pay the Phase 4 Non-Dyal Treatment Project Administrator a Regional Usage Charge based on the quantity of water delivered to the Phase 4 Treatment POC(s).

5.9.4.8. Regional Usage Charge Calculation. The Regional Usage Rate for the Phase 4 Non-Dyal Treatment System shall be multiplied by each Wholesale Purchaser's share of the actual monthly flow measured at a Phase 4 Treatment POC to determine the Regional Usage Charge to be paid to the Phase 4 Non-Dyal Treatment Project Administrator by each Wholesale Purchaser on a monthly basis. Each Wholesale Purchaser's share of the actual monthly flow at a Phase 4 Treatment POC shall be based on the actual monthly flows measured at the Delivery Point(s) as specified in Section 6. If the Phase 4 Non-Dyal Treatment Project Administrator does not deliver any water to the Phase 4 Treatment POC(s) in a given month, there shall be no Regional Usage Charge for that month.

5.9.4.9 Rate of Return. A Rate of Return shall be applied consistent with the methodology described in Section 5.6. The Rate of Return shall not be applied to the cost of Raw Water provided by Cocoa to the Phase 4 Non-Dyal Treatment Project Administrator.

5.9.4.10 Rate Recalculation. For each Fiscal Year following the initial delivery of Finished Water during Phase 4, the Regional Fixed Charge and Regional Usage Charge shall be recalculated and

adjusted (increased or decreased) consistent with the calculations of the Regional Fixed Charge and Regional Usage Charge described in this section. The Phase 4 Non-Dyal Treatment Committee and any participating Wholesale Purchaser shall have the right to conduct its own audit at its sole expense by a certified public accounting firm of the recalculation. A copy of the audit will be provided at the request of any participating Wholesale Purchaser.

5.9.4.11 Enterprise Fund. The Phase 4 Non-Dyal Treatment Project Administrator shall establish an Enterprise Fund for the Phase 4 Non-Dyal Treatment System. The cost of any shared resources proposed by the Phase 4 Non-Dyal Treatment Project Administrator for the administration, operation, and maintenance of Phase 4 Non-Dyal Treatment System shall be determined through an indirect cost allocation study. Enterprise Fund records shall be available for inspection and audit at the request of any Wholesale Purchaser.

5.9.4.12 Accounting, Audits and Adjustments for Actual Expenses and Finished Water Use. If the Wholesale Purchasers select to receive Finished Water at their designated Delivery Points, the Phase 4 Non-Dyal Treatment Project Administrator shall maintain accounts and records of actual total Finished Water flow through the Phase 4 Treatment POC(s) and the Delivery Points. The Phase 4 Non-Dyal Treatment Project Administrator shall also maintain accounts and records of all revenue derived from applicable sources to meet all of the actual Regional Fixed Charges and Regional Usage Charges incurred with respect to the Phase 4 Non-Dyal Treatment System. Beginning on the April 1 immediately following the Fiscal Year in which Phase 4 was

implemented, on or before each April 1 the Phase 4 Non-Dyal Treatment Project Administrator shall complete an audit of the aforesaid records and accounts to be conducted by a certified public accounting firm. The audit shall determine the correct Regional Fixed Charge and Regional Usage Charge for each Wholesale Purchaser based on actual cost during the preceding Fiscal Year. In the event the audit determines an underpayment was made by a Wholesale Purchaser, then said underpayment shall be added by the Phase 4 Non-Dyal Treatment Project Administrator to that Wholesale Purchaser's Regional Fixed Charges and Regional Usage Charges, as appropriate, for the remaining months of the current Fiscal Year as equal monthly payments. If the audit determines that an overpayment was made to a Wholesale Purchaser, then said overpayment shall be deducted by the Phase 4 Non-Dyal Treatment Project Administrator from that Wholesale Purchaser's Regional Fixed Charges and Regional Usage Charges, as appropriate, for the remaining months of the current Fiscal Year as equal monthly credits. Each Wholesale Purchaser shall have the right at its sole expense to conduct its own annual audit by a certified public accounting firm of the accounts and records of all revenue derived from the applicable sources following the Fiscal Year in which Phase 4 was implemented.

- 5.9.4.13 Notice. On or before May 15 prior to the Fiscal Year after selection of a Phase 4 Non-Dyal Treatment Project Administrator and every May 15 thereafter, the Phase 4 Non-Dyal Treatment Project Administrator shall provide the Wholesale Purchasers the charges and rates to be billed by the Phase 4 Non-Dyal Treatment Project Administrator for the

upcoming Fiscal Year. The Phase 4 Non-Dyal Treatment Project Administrator preliminary charges and rates shall be accompanied by a report detailing the calculation of the charges and rates computed for the upcoming Fiscal Year. On or before July 30 prior to the Fiscal Year after initiation of Phase 4 and every July 30 thereafter, the Phase 4 Non-Dyal Treatment Project Administrator shall notify the Wholesale Purchasers of the final water charges and rates to be billed by the Phase 4 Non-Dyal Treatment Project Administrator for the upcoming Fiscal Year.

5.10 Phase 4 Raw Water Charges and Rates (Option 3). When a Wholesale Purchaser(s) elects to receive Raw Water from Cocoa under Phase 4, that Wholesale Purchaser(s) shall pay Cocoa the charges and rates during Phase 4 as provided below. When a Wholesale Purchaser(s) selects to receive Finished Water from a Wholesale Purchaser under Phase 4 Option 2, Cocoa will charge the Phase 4 Non-Dyal Treatment Project Administrator the Raw Water Regional Fixed Charges and the Raw Water Regional Usage Charges provided below and the Phase 4 Non-Dyal Treatment Project Administrator will charge the Wholesale Purchaser(s) as provided in Section 5.9.

5.10.1 Phase 3 Finished Water. For any Wholesale Purchaser that selected to receive Raw Water under Phase 4, Cocoa shall continue to deliver that Wholesale Purchaser's share of Cocoa System Water as Finished Water to the Pipeline Administrator(s) at the Dyal POC(s). Cocoa shall also continue to deliver that Wholesale Purchaser's Capacity Allotment of TCR/SJR Project Water available from Phase 3 as Finished Water, up to a total Phase 3 capacity of 24 MGD annual average (including Cocoa's existing 8.83 MGD annual average permitted allocation) to the Pipeline Administrator(s) and Cocoa at the Dyal POC(s). If the daily quantity of water available from the TCR/SJR Project is less than 24 MGD (including

Cocoa's existing 8.83 MGD annual average permitted allocation), Cocoa shall provide all water available from the Project as Finished Water to the Pipeline Administrator(s) and Cocoa. If the daily quantity of water available from the TCR/SJR Project is greater than 24 MGD (including Cocoa's existing 8.83 MGD annual average permitted allocation), Cocoa shall provide 24 MGD (including Cocoa's existing 8.83 MGD annual average permitted allocation) of Finished Water from the TCR/SJR Project as to the Pipeline Administrator(s) and Cocoa.

5.10.2 Phase 3 Finished Water Charges and Rates. Cocoa System Water provided to the Pipeline Administrator(s) during Phase 4 shall be billed to the Wholesale Purchaser(s) by Cocoa at the Phase 3 Charges and Rates provided for in Section 5.6. TCR/SJR Project Water available as a result of Phase 3 and provided to the Pipeline Administrator(s) and Cocoa during Phase 4 shall be billed to the Parties by Cocoa at the Phase 3 Charges and Rates provided for in Section 5.6.

5.10.3 Phase 4 Raw Water Charges and Rates. The Wholesale Purchaser(s) that selects Raw Water under Phase 4 shall pay Cocoa a Regional Fixed Charge for Raw Water made available by Cocoa under Phase 4 to the Dyal POC(s). The Wholesale Purchaser(s) shall also pay Cocoa a Regional Usage Charge for Raw Water provided under Phase 4 by Cocoa to the Dyal POC(s). Phase 4 Raw Water charges and rates shall be developed by Cocoa sufficient to pay the Cash Funded Capital; Fixed Operation and Maintenance Costs including the associated Rate of Return; Variable Operation and Maintenance Costs including the associated Rate of Return; Fixed Debt Service Costs; Annual Storage Fee Payment; and cost offsetting revenues for the Raw Water System associated with Phase 4 as required for the upcoming Fiscal Year based upon cost-of-service principles as described herein.

- 5.10.3.1 Capital Investment. Any Wholesale Purchaser that selected Raw Water under Phase 4 may opt to pay Cocoa on a schedule approved by the Wholesale Purchaser and Cocoa a charge equal to their Capital Investments related to the construction of any component of the Phase 4 Raw Water System for that Wholesale Purchaser's Phase 4 Capacity Allotment. If a Wholesale Purchaser opts to pay Contributed Capital Costs, the Capital Investments shall not be applied in the calculation of the Phase 4 Raw Water Charges and Rates for that Wholesale Purchaser. No fees, charges, requirements or conditions related to Obligations, bonding and/or other financing options for the Phase 4 Raw Water System shall be applied to the Wholesale Purchasers that pay Capital Investments for Phase 4.
- 5.10.3.2 Raw Water Regional Fixed Charge. During Phase 4, the Phase 4 Non-Dyal Treatment Project Administrator and Wholesale Purchaser(s) that select Raw Water under Phase 4, as appropriate, shall pay Cocoa a Regional Fixed Charge associated with the Phase 4 Raw Water System for a Wholesale Purchaser's Phase 4 Capacity Allotment.
- 5.10.3.3 Raw Water Regional Fixed Charge Calculation. The Regional Fixed Charge for Raw Water provided by Cocoa during Phase 4 shall be calculated by dividing the sum of annual Cash Funded Capital; Fixed Operations and Maintenance Costs including the associated Rate of Return; Annual Storage Fee; cost offsetting revenues; and Fixed Debt Service cost specifically associated with the surface water Raw Water System associated with Phase 4 for the Base Year by the total Base Year capacity of Raw Water System associated with Phase 4 to determine an

annual Regional Fixed Charge for Raw Water for the Base Year per unit of Phase 4 Raw Water System capacity in MGD. The capital funding allocation (pursuant to Section 5.4.6.4) used in the calculation of Cash Funded Capital shall not exceed 40 percent. The annual Regional Fixed Charge for Raw Water for the Base Year per unit Phase 4 Raw Water System capacity in MGD shall be divided by 12 to calculate a monthly Regional Fixed Charge for Raw Water for the Base Year per MGD of Phase 4 Raw Water System capacity. The monthly Regional Fixed Charge for Raw Water for the Base Year per MGD of capacity shall be adjusted to the Current Year using the Current Year rate adjustment adopted by Cocoa as described in Section 5.6.9. The Raw Water System associated with Phase 4 shall be only that portion of the surface water portion of the Raw Water System above 24 MGD. The monthly Regional Fixed Charge for Raw Water for the Current Year per MGD of Phase 4 Raw Water System Capacity shall be multiplied by the Phase 4 Capacity Allotment of each Wholesale Purchaser that selected Raw Water under Phase 4 in MGD to calculate the Regional Fixed Charge to be paid by each Wholesale Purchaser on a monthly basis. The apportionment of costs to the Phase 4 Raw Water System shall be performed in accordance with **Exhibit 3**. The calculation of the fixed charge per unit capacity shall be performed consistent with the calculation of a fixed charge per unit capacity demonstrated in **Exhibit 2** and described in Section 5.9. If a Wholesale Purchaser does not take Raw Water from Phase 4 of the TCR/SJR Project, or is shut down due to non-payment, the Wholesale Purchaser shall still be responsible for paying the Regional Fixed Charge,

unless all of the Wholesale Purchaser's allocation was transferred to another Wholesale Purchaser pursuant to the General Implementation Agreement. Any annual Cash Funded Capital; Fixed Operations and Maintenance Costs including the associated Rate of Return; Annual Storage Fee Payment; cost offsetting revenues; and Fixed Debt Service costs calculated under this section shall be excluded from the calculation of other rates and charges under this Contract.

5.10.3.4 Obligations. In addition to the Fixed Capital Costs, Renewal and Replacement Costs, and Fixed Operation and Maintenance Costs, if a Wholesale Purchaser requests and Cocoa agrees to have Cocoa issue an Obligation to finance its portion of the Contributed Capital Cost associated with the development, design, and construction of the infrastructure to be constructed for that Party's Phase 4 Capacity Allotment of the Phase 4 Raw Water System by Cocoa, then the requesting Party and Cocoa shall enter a separate agreement governing the terms of financing through that Obligation.

5.10.3.5 Raw Water Regional Usage Rate. The Regional Usage Rate for the Raw Water System associated with Phase 4 shall be calculated by dividing the Base Year Variable Operations and Maintenance costs, including the associated Rate of Return, associated with the Phase 4 Raw Water System by the Phase 4 Base Year Raw Water Regional Water Usage in thousand gallons to determine a Regional Usage Rate for Raw Water for the Base Year per thousand gallons for Raw Water produced and delivered by Cocoa under Phase 4. This Regional Usage Rate for Raw Water for the Base Year is then adjusted to the Current Year using the Current Year rate adjustment adopted

by Cocoa as described in Section 5.6.9. The apportionment of costs to the Phase 4 Raw Water System shall be performed in accordance with **Exhibit 3**. Phase 4 Raw Water Regional Water Usage shall be based on the Wholesale Purchaser's actual annual average daily Phase 4 Raw Water usage during the Base Year. For the initial year the Phase 4 charges and rates are calculated, the Phase 4 Raw Water Regional Water Usage shall be based on the Party's Wholesale Water Estimate. This calculation shall be performed consistent with the calculation of Regional Usage Rate demonstrated in **Exhibit 2** and described in Section 5.9, but only for the portion of the Raw Water System associated with Phase 4. Any Variable Operations and Maintenance Costs including associated Rate of Return calculated under this section shall be excluded from the calculation of other rates and charges under this Contract.

5.10.3.6 Regional Usage Charge for Raw Water. During Phase 4, the Phase 4 Non-Dyal Treatment Project Administrator and Wholesale Purchaser(s), as appropriate, shall pay Cocoa a Regional Usage Charge for Raw Water based on the quantity of Raw Water delivered by Cocoa to the Dyal POC(s).

5.10.3.7 Regional Usage Charge Calculation. For Raw Water delivered to the Phase 4 Non-Dyal Treatment Project Administrator(s), the Regional Usage Rate for the Phase 4 Raw Water System shall be multiplied by the actual monthly Raw Water flow delivered by Cocoa to the Dyal POC(s) to determine the Regional Usage Charge to be paid to Cocoa by the Phase 4 Non-Dyal Treatment Project Administrator(s). For Raw Water delivered to a Wholesale Purchaser, the Regional Usage Rate for the Phase 4 Raw Water System shall be multiplied by the

actual monthly Raw Water flow measured at a Dyal POC to determine the Regional Usage Charge to be paid to Cocoa by each Wholesale Purchaser on a monthly basis. Each Wholesale Purchaser's share of the actual monthly Raw Water flow at a Dyal POC shall be based on the actual monthly Raw Water flows measured at the Delivery Point(s) associated with each Dyal POC as specified in Section 6 of this Contract. If Cocoa does not deliver any Raw Water to the Dyal POC(s) in a given month, there shall be no Regional Usage Charge for Raw Water for that month.

5.10.3.8 Rate of Return. A Rate of Return shall be applied consistent with the methodology described in Section 5.6. The Rate of Return shall not be applied to the Annual Storage Fee Payment.

5.10.3.9 Rate Recalculation. For each Fiscal Year following the initial delivery of Raw Water during Phase 4, the Regional Fixed Charge and Regional Usage Rate for Phase 4 Raw Water shall be recalculated and adjusted (increased or decreased) consistent with the calculations of the Regional Fixed Charge and Regional Usage Rate as demonstrated in **Exhibit 2** and described in this section. The Phase 4 Non-Dyal Treatment Project Administrator and any Wholesale Purchaser shall have the right to conduct its own audit at its sole expense by a certified public accounting firm of the recalculation. A copy of the audit will be provided at the request of any Party.

5.10.3.10 Notice. On or before May 15 prior to the Fiscal Year after initiation of Phase 4 and every May 15 thereafter, Cocoa shall notify the Parties of the preliminary Raw Water charges and rates to be billed by Cocoa for the upcoming Fiscal Year.

Cocoa's preliminary charges and rates shall be accompanied by a report detailing the calculation of the charges and rates computed for the upcoming Fiscal Year. On or before July 30 prior to the Fiscal Year after initiation of Phase 4 and every July 30 thereafter, Cocoa shall notify the Parties of the final water charges and rates to be billed by Cocoa for the upcoming Fiscal Year.

6. **BILLING AND PAYMENT.**

- 6.1 **Billing Regional Fixed Charges.** Cocoa shall directly bill the Parties or the Phase 4 Non-Dyal Treatment Project Administrator for the prior month's Regional Fixed Charges for either Raw Water or Finished Water from Phases 3 and 4, as appropriate, by the 10th day of each calendar month. The Phase 4 Non-Dyal Treatment Project Administrator shall directly bill the Wholesale Purchaser(s) for the prior month's Regional Fixed Charges for Finished Water associated with the Phase 4 Non-Dyal Treatment System, as appropriate, by the 15th day of each calendar month.
- 6.2 **Finished Water Billing Usage Charges.** Cocoa shall directly bill the Wholesale Purchasers for the prior month's Regional Usage Charges for Cocoa System Water or Finished Water delivered by Cocoa to the Dyal POC(s) under Phases 3 and 4, as appropriate, by the 10th day of each month. The Pipeline Administrator(s) shall provide Cocoa the Regional Water Usage recorded at each Delivery Point by the 5th day of each month. Each Wholesale Purchaser's share of the actual monthly Finished Water flow measured at a Dyal POC shall be calculated as the total monthly flow at a Dyal POC multiplied by the ratio of the monthly flow at a Wholesale Purchaser's Delivery Point(s) to the sum of the monthly flows at all Delivery Points associated with a TCR/SJR Finished Water Transmission Line. The Phase 4 Non-Dyal Treatment Project Administrator shall directly bill the Wholesale Purchasers for the prior month's Regional Usage

Charges for Phase 4, if appropriate, by the 15th day of each month. The Pipeline Administrator(s) shall provide the Phase 4 Non-Dyal Treatment Project Administrator the Regional Water Usage recorded at each Delivery Point by the 5th day of each month. Each Wholesale Purchaser's share of the actual monthly Finished Water flow measured at each Wholesale Purchaser's respective Phase 4 Treatment POC shall be calculated as the total monthly flow at a Phase 4 Treatment POC multiplied by the ratio of the monthly flow delivered at the Wholesale Purchaser's Delivery Point(s) to the sum of the monthly flows at all Delivery Points associated with a TCR/SJR Finished Water Transmission Line. In the event that there is only one Wholesale Purchaser associated with a Phase 4 Treatment POC, then that Wholesale Purchaser's share of the total monthly flow at that Phase 4 Treatment POC shall be 100 percent.

- 6.3 **Raw Water Billing Usage Charges.** Cocoa shall directly bill the Phase 4 Non-Dyal Treatment Project Administrator(s) and/or the Wholesale Purchasers for the prior month's Regional Usage Charges for Raw Water delivered by Cocoa to the Dyal POC(s) under Phase 4 by the 10th day of each month. For Wholesale Purchasers that are receiving Raw Water under Phase 4, the Pipeline Administrator(s) shall provide Cocoa the Raw Water Regional Water Usage recorded at each Delivery Point by the 5th day of each month. Each Wholesale Purchaser's share of the actual monthly Raw Water flow at a Dyal POC shall be calculated as the total monthly Raw Water flow at a Dyal POC multiplied by the ratio of the monthly Raw Water flow at a Wholesale Purchaser's Delivery Point(s) to the sum of the monthly Raw Water flows at all Delivery Points associated with a TCR/SJR Raw Water Transmission Line. In the event that there is only one Wholesale Purchaser associated with a Dyal POC, then that Wholesale Purchaser's share of the total monthly flow at that Dyal POC shall be 100 percent.

- 6.4 **Irrevocable Commitment to Pay.** The Parties shall pay their respective Regional Fixed Charges and Regional Usage Charges for Finished Water or Raw Water in the manner provided herein. Said payments shall be made without demand and without set-off, counterclaim, abatement, suspension or deduction. Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator, as appropriate, are undertaking the acquisition, construction, operation, replacement and expansion of the TCR/SJR Project Facilities on the representation, warranties and covenants of each Party to pay its Regional Fixed Charges and Regional Usage Charges for Finished Water or Raw Water in a timely manner.
- 6.5 **Pipeline Administrator.** The Wholesale Purchasers shall notify Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator, as appropriate, of the Pipeline Administrator(s) responsible for the transmittal of metered flow data for each TCR/SJR Finished Water Transmission System and TCR/SJR Raw Water Transmission System.
- 6.6 **Billing for Other Pipeline Related Costs and Charges.** All costs associated with a TCR/SJR Finished Water Transmission Line or a TCR/SJR Raw Water Transmission Line shall be paid for as indicated in the TCR/SJR Transmission Line Agreement.
- 6.7 **Payment.** The Parties and the Phase 4 Non-Dyal Treatment Project Administrator, as appropriate, shall make payments to Cocoa for Cocoa System Water, Finished Water from Phase 3 and Finished Water or Raw Water from Phase 4, as appropriate, within forty-five (45) days from the bill date. A "past due" notice shall be mailed to the Wholesale Purchasers and the Phase 4 Non-Dyal Treatment Project Administrator(s) no later than with the bill for the next monthly billing cycle after payment is past due if full payment has not been made on the bill. The Wholesale Purchasers shall make payments to the Phase 4 Non-Dyal Treatment Project Administrator for Finished Water from Phase 4 within forty-five (45) days from the bill date. A "past due" notice shall be mailed to the Wholesale Purchaser no later than with the bill for the next monthly

billing cycle after payment is past due if full payment has not been made on the bill. If the water charges, or any portion thereof, remains unpaid following its due date, then the non-paying Party or Phase 4 Non-Dyal Treatment Project Administrator shall be charged interest on the amount owed from its due date until paid at the rate of 8 percent per annum.

- 6.8 **Source of Payment.** The source of funds for payment of the TCR/SJR Project shall be an Enterprise Fund established by each Party or such other funds funded entirely by user fees. Each Party shall maintain an operation and maintenance account throughout the term of this Contract. At all times during the terms of this Contract, a Party shall pay their respective TCR/SJR Project charges from its operation and maintenance account.
- 6.9 **Responsibility for Payment of Monthly Regional Fixed Charges.** If a Party does not take water from the TCR/SJR Project, or is shut down due to non-payment, the Party shall still be responsible for paying the current monthly Regional Fixed Charges for Finished Water or Raw Water established pursuant to Section 5, as applicable. However, if a Party assigns or conveys all or a portion of the Party's allocation to another Party pursuant to the General Implementation Agreement, then that Party's current monthly Regional Fixed Charges shall be proportionally reduced by the amount assigned or conveyed and the Party receiving the assignment or conveyance shall be responsible for paying the portion of the current monthly Regional Fixed Charges associated with the assignment or conveyance.
- 6.10 **Prohibition Against Indebtedness and Ad Valorem Taxes.** The obligation of a Wholesale Purchaser to pay the Regional Fixed Charges and Regional Usage Charges for Finished Water or Raw Water, as the case may be, or the obligation of a Phase 4 Non-Dyal Treatment Project Administrator to pay the Regional Usage Charges for Raw Water do not constitute general indebtedness of a Wholesale Purchasers or a Phase 4 Non-Dyal Treatment Project Administrator

within the meaning of any constitutional, statutory or charter provision limiting the amount and nature of indebtedness that may be incurred by a Wholesale Purchaser or a Phase 4 Non-Dyal Treatment Project Administrator. Neither Cocoa, a Phase 4 Non-Dyal Treatment Project Administrator nor the holder of any Obligations issued by the Project Administrator or a Phase 4 Non-Dyal Treatment Project Administrator to finance any component of the public water supply portion of the TCR/SJR Project nor any regional, state or federal agency providing cooperative funding to fund any component of the public water supply portion of the TCR/SJR Project shall have the right to require a Wholesale Purchaser or a Phase 4 Non-Dyal Treatment Project Administrator to exercise their ad valorem taxing power, if any, to pay their obligations and liabilities under this Agreement or to compel payment from any source, other than as indicated in Section 6.8.

7. PLEDGE OF CONTRACT REVENUES.

Cocoa is authorized to pledge all payments of the water charges due, owing or received from the Wholesale Purchasers and the Phase 4 Non-Dyal Treatment Project Administrator, including any interest derived from monies received under this Contract for the purpose of securing Obligations issued by Cocoa. The Phase 4 Non-Dyal Treatment Project Administrator is authorized to pledge all payments of the water charges due, owing or received from the Wholesale Purchasers, including any interest derived from monies received under this Contract for the purpose of securing Obligations issued by the Phase 4 Non-Dyal Treatment Project Administrator.

8. EXCLUSIVE USE AND CAPACITY OWNERSHIP OF TCR/SJR PROJECT.

8.1 Phase 3. When a Wholesale Purchaser pays its Proportional Share of the Contributed Capital Costs for Phase 3 of the TCR/SJR Project through either the Capital Investments or through the Contributed Debt Service Cost, that Wholesale Purchaser shall have exclusive use, in perpetuity, of the Proportional Share of the Phase 3 TCR/SJR Project Facilities for which it makes such payments.

8.2 **Phase 4.** When a Wholesale Purchaser pays its Proportional Share of the Contributed Capital Costs for Phase 4 of the TCR/SJR Project through either the Capital Investments or through the Contributed Debt Service Cost that Wholesale Purchaser shall own, in perpetuity, its Phase 4 Capacity Allotment for which it made such payments.

8.3 **Substitution of Parties, Assignment of this Contract, and Conveyance to Other Parties.** The substitution of Parties, assignment of this Contract, and conveyance to other Parties of either exclusive use or capacity ownership of TCR/SJR Project facilities shall be pursuant to the General Implementation Agreement.

9. METERING.

9.1 **Meter Type.** Meters shall be installed, maintained and owned by Cocoa at each Dyal POC. The type of Meter installed at each Dyal POC shall be selected at Cocoa's discretion, subject to compliance with industry standards for similar Meters. Meters shall be installed, maintained, and owned by the Phase 4 Non-Dyal Treatment Project Administrator at each Phase 4 Treatment POC. The type of Meter installed at each Phase 4 Treatment POC shall be selected at the Phase 4 Non-Dyal Treatment Project Administrator's discretion, subject to compliance with industry standards for similar Meters.

9.2 **Meter Ownership.** Upon installation, calibration and acceptance, the metering equipment to be used to measure the volume of TCR/SJR Project Water delivered to the Dyal POC(s) shall remain the property of Cocoa and Cocoa shall be responsible for the operation, maintenance, calibration and replacement, when necessary, of the Meters. Upon installation, calibration and acceptance, the metering equipment to be used to measure the volume of TCR/SJR Project Water delivered to the Phase 4 Treatment POC(s) shall remain the property of the Phase 4 Non-Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator shall be responsible for the operation maintenance, calibration, and replacement, when necessary, of the Meters.

- 9.3 **Meter Reading.** Cocoa shall read the Meters at the Dyal POC(s) for billing purposes. The Phase 4 Treatment Non-Dyal Project Administrator shall read the Meters at the Phase 4 Treatment POC(s). The metering equipment shall be of standard make and type for utility purposes, be installed at a readily accessible location and shall record flow with an error factor not to exceed 2%, plus or minus, of full scale reading for billing purposes.
- 9.4 **Dyal POC(s) Meter Inspection.** Cocoa shall inspect and calibrate the Meter(s) at the Dyal POC's at least annually for accuracy and a report shall be prepared at the conclusion of each inspection/calibration detailing the condition and accuracy of each Meter by Cocoa and delivered to the Wholesale Purchasers. Each inspection/calibration of the Meters shall be performed by a certified, competent person. Cocoa shall provide fourteen (14) days' notice to the Wholesale Purchasers of the date and time of the inspection, and the Wholesale Purchasers shall have the right to attend the inspections. At any time upon request of a Wholesale Purchasers, Cocoa shall make arrangements for a test of a Meter installed at a Dyal POC by an independent testing entity agreeable to the requesting Wholesale Purchaser. All costs and expenses shall be borne by the Wholesale Purchaser requesting the test, unless the Meter is found to be inaccurate beyond the accuracy specified in AWWA Manual of Practice M6, as amended from time to time, in which case, the cost and expense of the test shall be borne by Cocoa and such cost may not be passed along to the Wholesale Purchaser(s). Meter inspection or calibration by any Wholesale Purchaser shall not relieve Cocoa from conducting its annual inspection/calibration of the meter(s).
- 9.5 **Phase 4 Treatment POC(s) Meter Inspection.** The Phase 4 Non-Dyal Treatment Project Administrator shall inspect and calibrate the Meter(s) at the Phase 4 Treatment POC's at least annually for accuracy and a report shall be prepared at the conclusion of each inspection/calibration detailing the condition and

accuracy of each Meter by the Phase 4 Treatment POC(s) and delivered to the Wholesale Purchasers. The Phase 4 Non-Dyal Treatment Project Administrator shall provide fourteen (14) days' notice to the Wholesale Purchasers of the date and time of the inspection, and the Wholesale Purchasers shall have the right to attend the inspections. At any time upon request of a Wholesale Purchaser, the Phase 4 Non-Dyal Treatment Project Administrator(s) shall make arrangements for a test of a Meter installed at a Phase 4 Treatment POC by an independent testing entity agreeable to the requesting Wholesale Purchaser. All costs and expenses shall be borne by the Wholesale Purchaser requesting the test, unless the Meter is found to be inaccurate beyond the accuracy specified in AWWA Manual of Practice M6, as amended from time to time, in which case, the cost and expense of the test shall be borne by the Phase 4 Non-Dyal Treatment Project Administrator(s) and such cost may not be passed along to the Wholesale Purchaser(s). Meter inspection or calibration by any Wholesale Purchaser shall not relieve the Phase 4 Non-Dyal Treatment Project Administrator from conducting its annual inspection/calibration of the meter(s).

- 9.6 **Dyal POC(s) Meter Error and Billing Adjustment.** Meters at the Dyal POC(s) found to be in error, utilizing the 2%, plus or minus of true accuracy, standard shall be recalibrated at Cocoa's sole cost. If the meters are found to be inaccurate, the bill(s) of the Wholesale Purchaser(s) or the bill(s) of the Phase 4 Non-Dyal Treatment Project Administrator, as appropriate, shall be adjusted to account for the inaccuracy in the measurement of the volume supplied by Cocoa for the time period over which the bill is adjusted. In calculating such billing adjustment time period, it shall be assumed that the meter inaccuracy existed for one-half of the entire time interval between meter accuracy checks by either party; provided, however, that any such time interval shall not exceed twelve (12) months, the twelve (12) months to be the last twelve (12) months prior to the date of receipt of written notice of the inaccuracy.

- 9.7 **Phase 4 Treatment POC(s) Meter Error and Billing Adjustment.** Meters at the Phase 4 Treatment POC(s) found to be in error, utilizing the 2%, plus or minus of true accuracy, standard shall be recalibrated at Phase 4 Non-Dyal Treatment Project Administrator's sole cost. If the meters are found to be inaccurate, the Wholesale Purchaser(s) bill(s) shall be adjusted to account for the inaccuracy in the measurement of the volume supplied by the Phase 4 Non-Dyal Treatment Project Administrator for the time period over which the bill is adjusted. In calculating such billing adjustment time period, it shall be assumed that the meter inaccuracy existed for one-half of the entire time interval between meter accuracy checks by either party; provided, however, that any such time interval shall not exceed twelve (12) months, the twelve (12) months to be the last twelve (12) months prior to the date of receipt of written notice of the inaccuracy.
- 9.8 **Delivery Point(s) Meters.** Metering of the individual Wholesale Purchaser's Delivery Points shall be the responsibility of the Pipeline Administrator(s) as described in the TCR/SJR Transmission Line Agreement.

10. WATER SERVICE INTERRUPTIONS.

Annually, Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s), as appropriate, shall provide the Wholesale Purchasers a projected schedule of operation and maintenance activities that may affect the availability, pressure, volume, or quality of the Cocoa System Water or TCR/SJR Project Water to be delivered to the Phase 4 Non-Dyal Treatment Project Administrator(s) or Pipeline Administrators. Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) shall provide notice to the Phase 4 Non-Dyal Treatment Project Administrator(s), Pipeline Administrator(s), and Wholesale Purchasers, as appropriate, not less than thirty (30) days prior any scheduled maintenance activities that may affect the availability, pressure, volume or quality of the Cocoa System Water or TCR/SJR Project Water to be delivered to the Phase 4 Non-Dyal Treatment Project Administrator or the Pipeline Administrator(s). In the event of the

occurrence of unforeseen circumstances that result in a total or partial interruption of service, Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) shall immediately provide verbal notice to the Phase 4 Non-Dyal Treatment Project Administrator(s), Pipeline Administrator(s), and Wholesale Purchasers, as appropriate, to be followed by written notice. Any such interruption in service shall be remedied as quickly as technically feasible.

11. NOTICES.

Except as otherwise provided herein, all notices provided for in this Contract must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given, and a copy is simultaneously sent to the Party's TCR/SJR Committee Member by email. A copy shall also be sent to all other Parties by U.S. Mail and by email to their TCR/SJR Committee Members. All notices shall be delivered or sent to the Parties at their respective address shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties. If any notice is sent by mail, it shall be deemed to be given on the third day following mailing, which is not a Saturday, Sunday or a day on which the United States Mail is not delivered:

As to COCOA: City Manager
 City of Cocoa
 65 Stone Street
 Cocoa, Florida 32922

With copy to: Utilities Director
 City of Cocoa
 351 Shearer Boulevard
 Cocoa, Florida 32922

 City Attorney
 City of Cocoa
 65 Stone Street
 Cocoa, Florida 32922

As to ORANGE COUNTY: County Administrator
Orange County Government
P.O. Box 1393
Orlando, Florida 32802

With copy to: Utilities Director
Orange County Utilities
9150 Curry Ford Road
Orlando, Florida 32825

County Attorney
Orange County Attorney's Office
P.O. Box 1393
Orlando, Florida 32802

As to OUC: General Manager & CEO
Orlando Utilities Commission
Reliable Plaza
100 West Anderson Street
Orlando, Florida 32802

With copy to: General Counsel
Orlando Utilities Commission
Reliable Plaza
100 West Anderson Street
Orlando, Florida 32802

As to TWA: Executive Director
Tohopekaliga Water Authority
951 MLK Boulevard
Kissimmee, Florida 34741

With copy to: General Counsel
Tohopekaliga Water Authority
951 MLK Boulevard
Kissimmee, Florida 34741

As to ECFS: Vice-President
4550 Deer Park Road
St. Cloud, Florida 34773

With copy to: Hopping, Green & Sams
P.O. Box 6526
Tallahassee, Florida 32314

As to FRI: President
Farmland Reserve, Inc.
13754 Deseret Lane
St. Cloud, Florida 34773

With copy to: Hopping, Green & Sams
P.O. Box 6526
Tallahassee, Florida 32314

12. TIME EXTENSIONS. The Parties may by Consensus extend or change any of the deadlines specified in this Contract.

13. DEFAULT AND REMEDY.

13.1 **Default.** Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained or arising under this Contract, such action shall constitute a default under this Contract.

13.2 **Notice of Default and Opportunity to Cure.** Upon occurrence of a default by any Party, one or more of the other Parties shall deliver written notice to the Party in default in the manner provided in Section 11, identifying the specific nature of the Default therein. The Party in default shall have thirty (30) days within which to cure such Default. However, if the default is of such a nature that it cannot be cured within thirty (30) days, the Party in default shall have such additional time as may be necessary to cure the default, so long as within said period, the Party in default commences the cure and diligently prosecutes such cure until completion.

13.3 **Remedy for Default.** Recognizing the Parties' paramount need for a safe and dependable water supply, the Parties agree that the exclusive remedy for a default under this Contract shall be for the non-defaulting Parties to individually or jointly seek specific performance arising from such default.

13.4 **Mediation.** Prior to seeking any remedy for a Default as provided in Section 13.3, a Party shall seek to mediate the dispute with the Party in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Parties a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within ten (10) days after receipt of the notice from the requesting Party, the other Parties shall, in writing, provide notice of either the selection of one of the mediators proposed by the requesting Party or offering a list of three additional mediators for consideration. Within ten (10) days of the requesting Party's receipt of the notice, the Parties shall meet for the purpose of selecting one of the mediators proposed by any of the Parties. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter under consideration. Within twenty (20) days after a mediator is named by the Parties, a time and date for the mediation shall be scheduled and documented in writing. The mediation shall be conducted expeditiously and the location of the mediation shall be at a location mutually selected by the Parties, or at a location of the mediator's choosing if the Parties can't agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other related expenses. Any settlement achieved through mediation shall be made in writing with a copy delivered to all the Parties.

13.5 **Water Charge Dispute.** A Wholesale Purchaser or Phase 4 Non-Dyal Treatment Project Administrator(s) that disputes a water charge shall be obligated to continue paying the disputed charge until the disagreement is resolved. For Phases 2 and 3, and Phase 4 when Cocoa is providing Finished Water or Raw Water, if the dispute is resolved in favor of the Wholesale Purchaser or the Phase 4 Non-Dyal Treatment Project Administrator(s), then Cocoa shall be required to repay the disputed water charge either as a credit against the Wholesale Purchaser's Regional Fixed Charge and Regional Usage Charge for Finished Water

or Raw Water or the Phase 4 Non-Dyal Treatment Project Administrator's Regional Fixed Charge and Regional Usage Charge for Raw Water, as appropriate, during the next Fiscal Year or a one-time payment by Cocoa to the Wholesale Purchaser or Phase 4 Non-Dyal Treatment Project Administrator(s) within thirty (30) days of resolution of the dispute, as selected by the Wholesale Purchaser or Phase 4 Non-Dyal Treatment Project Administrator(s). For Phase 4 when a Phase 4 Non-Dyal Treatment Project Administrator(s) is providing Finished Water, if the dispute is resolved in favor of the Wholesale Purchaser, the Phase 4 Non-Dyal Treatment Project Administrator(s) shall be required to repay the disputed water charge either as a credit against the Wholesale Purchaser's Regional Fixed Charge and Regional Usage Charge during the next Fiscal Year or a one-time payment by the Phase 4 Non-Dyal Treatment Project Administrator to the Wholesale Purchaser (s) within thirty (30) days of resolution of the dispute, as selected by the Wholesale Purchaser (s).

- 13.6 Termination of Wholesale Water Service in the Event of Non-Payment of the Water Charges.** A Wholesale Purchaser that fails to pay its Regional Fixed Charges for Finished Water or Raw Water or any portion thereof or a Phase 4 Non-Dyal Treatment Project Administrator that fails to pay its Regional Fixed Charges for Raw Water or any portion thereof within ninety (90) days of its due date shall be in default of the Contract and upon thirty (30) days written notice, Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s), as the case may be, may reduce or discontinue Wholesale Water Service to the Pipeline Administrator(s) receiving Finished Water or Raw Water through a specific Dyal POC(s) or Phase 4 Treatment POC(s). Discontinuance of Wholesale Water Service to a Wholesale Purchaser because of its failure to pay its Regional Fixed Charge for Finished Water or Raw Water or any portion thereof shall not excuse the Wholesale Purchaser from paying the Regional Fixed Charge for Finished Water or Raw Water or any portion thereof, when it becomes due nor prohibit Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) from continuing to

charge interest on the amount unpaid. A Wholesale Purchaser(s) that fails to pay its Regional Usage Charges for Finished Water or Raw Water or any portion thereof or a Phase 4 Non-Dyal Treatment Project Administrator that fails to pay its Regional Usage Charges for Raw Water or any portion thereof within ninety (90) days of its due date shall be in default of the Contract and upon thirty (30) days written notice, Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) may reduce or discontinue Wholesale Water Service to the Pipeline Administrator(s) or Phase 4 Non-Dyal Treatment Project Administrator(s) receiving Finished Water or Raw Water through a specific Dyal POC or Phase 4 Treatment POC, as appropriate. Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) shall also provide a notice of intent to cease service to the Phase 4 Non-Dyal Treatment Project Administrator and to each Wholesale Purchaser. Discontinuance of Wholesale Water Service to a Wholesale Purchaser(s) because of its failure to pay its Regional Usage Charges for Finished Water or Raw Water or any portion thereof or to a Phase 4 Non-Dyal Treatment Project Administrator(s) because of its failure to pay its Regional Usage Charge for Raw Water or any portion thereof shall not excuse the Wholesale Purchaser(s) from paying its Regional Usage Charges Finished Water or Raw Water or any portion thereof, or a Phase 4 Non-Dyal Treatment Project Administrator(s) from paying the Regional Usage Charge for Raw Water or any portion thereof, when it becomes due nor prohibit Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) from continuing to charge interest on the amount unpaid. Cocoa's or the Phase 4 Non-Dyal Treatment Project Administrator's decision to discontinue Wholesale Water Service to a Wholesale Purchaser or the Phase 4 Non-Dyal Treatment Project Administrator under this section shall not be considered a default under this Section 13.

- 13.7 **Coordination of Termination.** Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator may request that the Pipeline Administrator cease delivery to a Wholesale Purchaser for non-payment of direct billing to that Wholesale

Purchaser, upon submittal of an affidavit to the Pipeline Administrator affirming that the Wholesale Purchaser is in default due to non-payment and is eligible for termination of service pursuant to this contract. The Pipeline Administrator shall provide a notice of intent to cease service to the Wholesale Purchaser if payment is not made to Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator within five (5) business days of receipt of the notice. The Pipeline Administrator shall perform all actions necessary for the proper implementation of this Subsection and the Pipeline Administrator, Cocoa, and the Phase 4 Non-Dyal Treatment Project Administrator, as appropriate, shall be exempt and held harmless from any liability related thereto. A Pipeline Administrator's action to discontinue Wholesale Water Service at the direction of Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator under this section shall not be considered a default under this Section 13.

13.8 Restoration of Wholesale Water Services. Upon payment of all outstanding water charges, including any interest, Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s), as appropriate, shall immediately direct the Pipeline Administrator(s) to resume Wholesale Water Service to the Wholesale Purchaser. Cocoa's or the Phase 4 Non-Dyal Treatment Project Administrator's failure to direct the Pipeline Administrator to resume Wholesale Water Service, or the Pipeline Administrator's failure to resume Wholesale Water Service at the direction of Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator, upon payment of all outstanding water charges, including any interest, constitutes a default under Section 13.

13.9 Force Majeure Event. In the event that performance of this Contract by any Party is prevented or interrupted by a Force Majeure Event, said Party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said Party is not directly or indirectly responsible therefor. Any Party claiming to be relieved of any duty pursuant to

this Section shall give prompt written notice thereof to the other Parties. The Parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a Party from carrying out this Contract. Water service interruptions due to Force Majeure Events are governed by Section 10.

- 13.10 **Receivership.** Should Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s): (1) fail to provide Wholesale Water Service to a Wholesale Purchaser for more than six (6) consecutive months, except because of that Wholesale Purchaser's failure to pay its water charges, or because of a water service interruption under Section 10; or, (2) become insolvent, or voluntary or involuntary bankruptcy proceedings are instituted against Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s), any Wholesale Purchaser shall thereupon become entitled to seek the temporary appointment of a receiver to manage the Cocoa water system during Phase 2, the Cocoa water system and the TCR/SJR Project during Phases 3 and 4, or the Phase 4 Non-Dyal Treatment Project Administrator(s) portion of the TCR/SJR Project during Phase 4. In the event a receiver is appointed, said receiver shall, subject to the orders of the appointing court, have the right to manage the Cocoa water system and the TCR/SJR Project, as the case may be, to the limited extent deemed reasonably necessary by the appointing court to provide Wholesale Water Service to the Wholesale Purchasers. The Wholesale Purchasers by Consensus or Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) individually shall have the right to request the appointing court to discharge the receiver and terminate the receivership.

14. WITHDRAWAL OF A WHOLESALE PURCHASER FROM THIS CONTRACT.

- 14.1 **Withdrawal Prior to Commitment.** Any Wholesale Purchaser may, prior to "Commitment," as that term is defined in the General Implementation Agreement withdraw from this Contract upon thirty (30) days written notice to all other Parties. Withdrawal shall take effect immediately and the withdrawing

Wholesale Purchaser shall forfeit and surrender its Capacity Allotment. In such event, this Contract and the General Implementation Agreement shall be modified to reflect a proportional re-assignment of the withdrawing Wholesale Purchaser's Capacity Allotment among the remaining Wholesale Purchasers. A Party withdrawing under this Section 14 shall also contemporaneously withdraw from the General Implementation Agreement. Failure to withdraw from the General Implementation Agreement shall render the withdrawal from this Contract under this Section 14 void. The provisions of this section shall survive the termination of this Contract.

- 14.2 Withdrawal After Commitment.** Any Wholesale Purchaser may, after "Commitment," as that term is defined in the General Implementation Agreement, withdraw from this Contract upon thirty (30) days written notice to all the other parties. Withdrawal shall take effect immediately and the withdrawing Wholesale Purchaser shall forfeit and surrender its Capacity Allotment and shall no longer be entitled to receive Wholesale Water Service from Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s). However, the withdrawing Wholesale Purchaser shall remain responsible for paying its Regional Fixed Charge component of the water charges until that Wholesale Purchaser's entire Capacity Allotment is reallocated pursuant to Section 10.2 of the General Implementation Agreement. In addition, the withdrawing Wholesale Purchaser shall remain responsible for paying its share of Contributed Capital Costs according to the schedule approved by a TCR/SJR Committee for a contract between Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator and a third party which has been executed by Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator prior to that Wholesale Purchaser's withdrawal until that Wholesale Purchaser's entire Capacity Allotment is reallocated pursuant to Section 10.2 of the General Implementation Agreement. A Party withdrawing under this Section 14 shall also contemporaneously withdraw from the General Implementation Agreement.

Failure to withdraw from the General Implementation Agreement shall render the withdrawal from this Contract under this Section 14 void. The provisions of this section shall survive the termination of this Contract.

- 14.3 Liability for Obligations after Withdrawal.** Withdrawal by a Wholesale Purchaser shall not absolve that Wholesale Purchaser of its legal obligations under any separate agreement entered into by said Wholesale Purchaser and Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator pursuant to Section 5.8.5, Section 5.9.4.5, and Section 5.10.3.4. Additionally, the remaining participating Wholesale Purchasers shall not be responsible for payment of any of such withdrawing Wholesale Purchaser's share of the Contributed Capital Cost necessary for their respective Capacity Allotment or Phase 4 Capacity Allotment, unless the remaining Wholesale Purchasers agree to take over the Obligation of such withdrawing Wholesale Purchaser under that separate agreement. The provisions of this section shall survive the termination of this Contract.

15. GOVERNING LAW AND VENUE.

The Parties acknowledge that this contract was entered into and delivered within the State of Florida. This Contract shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Orange County or Osceola County, Florida. The Parties hereby waive their right to a jury trial.

16. SEVERABILITY.

If any provision of this Contract is found by a court of competent jurisdiction to be invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.

20. NON-WAIVER.

No failure by a Party to exercise any right, power, or privilege under this Contract is a waiver of that or any other right, power, privilege under this Contract.

21. ENTIRE AGREEMENT.

The agreements and obligations of the Parties set forth in this Contract and the TCR/SJR Project Agreements shall be the several, and not joint, agreements and obligations of the Parties. This Contract, including exhibits, and the other TCR/SJR Project Agreements, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with subject matter hereof, except as specifically set forth herein. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Contract. Additionally nothing in this Contract is intended to change any existing agreement between the SJRWMD and any Party to this Contract regarding TCR.

22. PUBLIC RECORDS.

Should any Party assert any exemption to, or inapplicability of, the requirements of chapter 119 and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all project documents and materials that are subject to the provisions of chapter 119, Florida Statutes. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Contract shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

23. FURTHER ASSURANCES.

The Parties each shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this Contract to carry out the intent of this Contract.

24. SOVEREIGN IMMUNITY AND INDEMNIFICATION.

24.1 **Sovereign Immunity.** Cocoa, OCU, OUC and TWA intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, OCU, ECFS, OUC and TWA are not jointly or severally liable for any tort attributable to Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) and that only Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) shall be liable for any torts attributable to it or for torts of its officers, agents, attorneys or employees under this Contract, and then only the extent of the waiver of sovereign immunity or limitations specified in section 768.28, Florida Statutes. Finally, Cocoa and Phase 4 Non-Dyal Treatment Project Administrator(s) expressly agree to indemnify and hold OCU, ECFS, OUC and TWA harmless from any injury that Cocoa and Phase 4 Non-Dyal Treatment Project Administrator(s) or their respective officers, agents, attorneys, employees or invitees sustain while carrying out Cocoa's and the Phase 4 Non-Dyal Treatment Project Administrator(s) obligations under this Contract.

24.2 **Indemnification.** All contracts and subcontracts for any work, goods and/or services related to the TCR/SJR Project must include hold harmless and indemnification provisions to protect all of the Parties in a form acceptable to the Parties. The consultant(s) and sub-consultant(s) must provide evidence of

acceptable levels and qualities of insurance and of said hold harmless and indemnity prior to commencement of work and access to any of the property of the Parties.

25. GOOD FAITH.

The Parties hereto agree to exercise good faith and fair dealings in respect to all matters relating to this Contract and shall work together in good faith to implement the terms of this Contract.

26. ISSUANCE OF OBLIGATIONS.

The Parties shall cooperate with each other in the issuance of any Obligations necessary to allow Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) to provide Wholesale Water Service, including, but not limited to Obligations needed to fund the Contributed Capital Cost incurred by Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator, if any, in constructing the TCR/SJR Project Facilities. In such event, the Parties shall comply with the reasonable requests of any Party and shall, upon request, do as follows: (1) make available general and financial information about itself; (2) consent to publication and distribution of its financial information; (3) certify that its general and financial information is accurate, does not contain any untrue statements of a material fact and does not omit to state a material fact necessary to make the statements in the information, in light of circumstances under which they are made, not misleading; (4) make available certified copies of official proceedings; (5) provide reasonable certifications to be used in a transcript of closing documents; and, (6) provide and pay for reasonable requested opinions of counsel as to the validity of its actions taken in respect to and the binding effect of this Contract and the TCR/SJR Project Agreements, title to the TCR/SJR Project Facilities, as applicable, and pending litigation which could materially affect its performance hereunder. In addition, each Party agrees to take no action which shall adversely affect the exclusion from gross income of interest on the Obligations for purposes of federal income taxation.

27. TERM AND TERMINATION.

The term of this Contract commences upon its Effective Date and shall remain in effect in perpetuity unless upon Consensus in writing by all of the Parties or the General Implementation Agreement is terminated.

28. AMENDMENT. This Contract may be amended only if all the Parties agree. Amendments must be written and be signed by all Parties.

29. ATTORNEY'S FEES. Each Party shall bear its own attorney's fees, costs, and expenses in any litigation, suit, dispute, controversy, arbitration, mediation, or proceeding, including appellate proceedings involving another Party, arising out of, based on, or related to, this Contract. This is not intended to prevent Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator from collecting its attorney's fees, costs, and expenses as Operation and Maintenance Costs for the TCR/SJR Project.

30. AUTHORITY.

The Contract is entered into by the Parties under the following authorities:

31.1 **Cocoa.** Cocoa, a Florida municipal corporation, enters into this Contract under the authority of its home rule powers, as well as Sections 166.021, 180.02, Florida Statutes and chapter 57-1232, Laws of Florida.

31.2 **OCU.** OCU, a charter county, enters into this Contract under the authority of its home rule powers, as well as sections 125.01(1)(k)1, 125.01(1)(p), 125.01(3)(a), and 153.03(6), Florida Statutes, which authorize counties to enter into agreements with other public agencies and private corporations to accomplish goals for providing water to their customers.

31.3 **OUC.** OUC, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature, enters this Contract under the authority of sections 6 and 9 of chapter 9861, Laws of Florida (1923), as amended.

31.4 **TWA.** TWA, an independent special district created by special act of the Florida Legislature, enters into this Contract under the authority of section 10(1), chapter 2003-368, Laws of Florida.

31.5 **ECFS.** ECFS is entering into this Contract under the authority of its corporate charter.

32. MISCELLANEOUS PROVISIONS.

32.1 No Party shall be deemed to be an agent of another Party nor shall represent that it has the authority to bind another Party.

32.2 In computing any period of time under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday, or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday, or legal holiday.

32.3 Nothing in this Agreement shall be deemed a waiver of any government Party's police powers.

(SIGNATURES ON THE FOLLOWING PAGES)

Execution Version

IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed and entered into by the City of Cocoa, Florida.

CITY OF COCOA, a Florida municipal corporation

By: _____
Henry U. Parrish III
Mayor

ATTEST:

By: _____
Carie Shealy, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Anthony A. Garganese
City Attorney

Execution Version

IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed and entered into by Orange County, Florida.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Teresa Jacobs
County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed and entered into by the Orlando Utilities Commission.

ATTEST:

Orlando Utilities Commission

Printed Name: _____

By: _____
Kenneth P. Ksionek,
General Manager & CEO

Approved as to form and legality,
OUC Legal Department

By: _____

Date: _____

IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed and entered into by the Tohopekaliga Water Authority.

TOHOPEKALIGA WATER AUTHORITY,
an independent special district established and
created pursuant to Chapter 189, Florida Statutes,
by special act of the Florida Legislature

(SEAL)

By: _____
Tom E. White, Vice Chair
Board of Supervisors

Date: _____

ATTEST:

Clarence L. Thacker, Secretary
Board of Supervisors

IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed and entered into by East Central Florida Services.

ATTEST:

EAST CENTRAL FLORIDA SERVICES, INC.

Printed Name: _____

By: _____

K. Erik Jacobsen

President

Approved as to Form:

Eric T. Olsen, Counsel

EXHIBIT 1

Schedule 1 of 10

Service Allocation - Base Year Net Revenue Requirement

A		B		C		D		E					F		G		H		I	
								SERVICE ALLOCATION												
		Base Year Actuals		Adjustment		Base Year Adjusted Actuals		Allocation Factor (from Schedule 4 of 10)		Water		Sewer/ Reuse		Base Year Water Actuals		Base Year Sewer/ Reuse Actuals				
1	1515 FIELD SERVICES																			
2	Salaries & Benefits																			
3	12-00 Regular Salaries & Wages	\$	776,263	\$	-	\$	776,263	Base Year Accounts		90%		10%		\$	695,147	\$	81,116			
4	12-12 Accrual Payouts	\$	26,029	\$	-	\$	26,029	Base Year Accounts		90%		10%		\$	23,309	\$	2,720			
5	13-00 Other Salaries & Wages	\$	62,628	\$	-	\$	62,628	Base Year Accounts		90%		10%		\$	56,084	\$	6,544			
6	14-00 Overtime	\$	1,180	\$	-	\$	1,180	Base Year Accounts		90%		10%		\$	1,057	\$	123			
7	20-00 Clothing/Shoe Allowances	\$	110	\$	-	\$	110	Base Year Accounts		90%		10%		\$	99	\$	11			
8	21-00 FICA Taxes	\$	61,770	\$	-	\$	61,770	Base Year Accounts		90%		10%		\$	55,315	\$	6,455			
9	22-00 Retirement Contributions	\$	168,771	\$	-	\$	168,771	Base Year Accounts		90%		10%		\$	151,135	\$	17,636			
10	23-00 Life/Health Insurance	\$	253,811	\$	-	\$	253,811	Base Year Accounts		90%		10%		\$	227,289	\$	26,522			
11	24-00 Worker's Compensation	\$	44,133	\$	-	\$	44,133	Base Year Accounts		90%		10%		\$	39,521	\$	4,612			
12	26-00 OPEB Health Expense	\$	25,320	\$	-	\$	25,320	Base Year Accounts		90%		10%		\$	22,674	\$	2,646			
13	27-00 Cafeteria Plan	\$	8,400	\$	-	\$	8,400	Base Year Accounts		90%		10%		\$	7,522	\$	878			
14	Total Salaries & Benefits	\$	1,428,415	\$	-	\$	1,428,415							\$	1,279,151	\$	149,264			
15	Operating Expenditures																			
16	41-00 Communication	\$	6,172	\$	-	\$	6,172	Base Year Accounts		90%		10%		\$	5,527	\$	645			
17	42-00 Postage & Freight	\$	119	\$	-	\$	119	Base Year Accounts		90%		10%		\$	107	\$	12			
18	45-00 Insurance	\$	8,955	\$	-	\$	8,955	Base Year Accounts		90%		10%		\$	8,019	\$	936			
19	46-00 Repairs & Maintenance	\$	24,866	\$	-	\$	24,866	Base Year Accounts		90%		10%		\$	22,268	\$	2,598			
20	46-03 Repair/Maint - Vehicles	\$	15,675	\$	-	\$	15,675	Base Year Accounts		90%		10%		\$	14,037	\$	1,638			
21	49-00 Other Charges & Oblig.	\$	120	\$	-	\$	120	Base Year Accounts		90%		10%		\$	108	\$	13			
22	52-00 Operating Supplies	\$	25,411	\$	-	\$	25,411	Base Year Accounts		90%		10%		\$	22,755	\$	2,655			
23	52-30 Fuel, Oil & Lubricants	\$	42,595	\$	-	\$	42,595	Base Year Accounts		90%		10%		\$	38,144	\$	4,451			
24	54-00 Membership/Publications	\$	200	\$	-	\$	200	Base Year Accounts		90%		10%		\$	179	\$	21			
25	Total Operating Expenditures	\$	124,114	\$	-	\$	124,114							\$	111,145	\$	12,969			
26	TOTAL - 1515 FIELD SERVICES	\$	1,552,529	\$	-	\$	1,552,529							\$	1,390,296	\$	162,233			
27	4010 WATER ADMINISTRATION																			
28	Salaries & Benefits																			
29	12-00 Regular Salaries & Wages	\$	472,275	\$	-	\$	472,275	Weighted Total O&M Expense		83%		17%		\$	393,763	\$	78,511			
30	12-12 Accrual Payouts	\$	3,002	\$	-	\$	3,002	Weighted Total O&M Expense		83%		17%		\$	2,503	\$	499			
31	13-00 Other Salaries & Wages	\$	8,488	\$	-	\$	8,488	Weighted Total O&M Expense		83%		17%		\$	7,077	\$	1,411			
32	14-00 Overtime	\$	15,723	\$	-	\$	15,723	Weighted Total O&M Expense		83%		17%		\$	13,109	\$	2,614			
33	21-00 FICA Taxes	\$	37,384	\$	-	\$	37,384	Weighted Total O&M Expense		83%		17%		\$	31,169	\$	6,215			
34	22-00 Retirement Contributions	\$	486,443	\$	-	\$	486,443	Weighted Total O&M Expense		83%		17%		\$	405,577	\$	80,867			
35	23-00 Life/Health Insurance	\$	94,238	\$	-	\$	94,238	Weighted Total O&M Expense		83%		17%		\$	78,571	\$	15,666			
36	23-02 Life/Health Retirees	\$	127,107	\$	-	\$	127,107	Weighted Total O&M Expense		83%		17%		\$	105,977	\$	21,130			
37	24-00 Worker's Compensation	\$	12,083	\$	-	\$	12,083	Weighted Total O&M Expense		83%		17%		\$	10,075	\$	2,009			
38	25-00 Unemployment Compensation	\$	1,869	\$	-	\$	1,869	Weighted Total O&M Expense		83%		17%		\$	1,558	\$	311			
39	26-00 OPEB Health Expense	\$	25,637	\$	-	\$	25,637	Weighted Total O&M Expense		83%		17%		\$	21,375	\$	4,262			
40	27-00 Cafeteria Plan	\$	15,350	\$	-	\$	15,350	Weighted Total O&M Expense		83%		17%		\$	12,798	\$	2,552			
41	Total Salaries & Benefits	\$	1,299,598	\$	-	\$	1,299,598							\$	1,093,652	\$	216,046			

Schedule 1 of 10

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	SERVICE ALLOCATION			H	I
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 10)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals	
42	Operating Expenses									
43	Operating Exp (Less Contin. Bad Debt. Indir Cost Alloc)									
44	31-00 Professional Services	\$ 229,345	\$ -	\$ 229,345	Weighted Total O&M Expense	83%	17%	\$ 191,219	\$ 38,127	
45	31-01 Legal Expenses	\$ 84,952	\$ -	\$ 84,952	Weighted Total O&M Expense	83%	17%	\$ 70,829	\$ 14,122	
46	31-33 Employee Health Center	\$ 121,944	\$ -	\$ 121,944	Weighted Total O&M Expense	83%	17%	\$ 101,672	\$ 20,272	
47	32-00 Accounting & Auditing	\$ 43,500	\$ -	\$ 43,500	Weighted Total O&M Expense	83%	17%	\$ 36,269	\$ 7,231	
48	34-00 Contract Services	\$ 618,067	\$ (468,144) ⁽¹⁾	\$ 149,923	Weighted Total O&M Expense	83%	17%	\$ 125,000	\$ 24,923	
49	40-00 Travel & Per Diem	\$ 887	\$ -	\$ 887	Weighted Total O&M Expense	83%	17%	\$ 739	\$ 147	
50	41-00 Communication	\$ 1,869	\$ -	\$ 1,869	Weighted Total O&M Expense	83%	17%	\$ 1,558	\$ 311	
51	42-00 Postage & Freight	\$ 4,643	\$ -	\$ 4,643	Weighted Total O&M Expense	83%	17%	\$ 3,871	\$ 772	
52	43-00 Electric/Water/Sewer Service	\$ 1,235	\$ -	\$ 1,235	Weighted Total O&M Expense	83%	17%	\$ 1,030	\$ 205	
53	44-00 Rentals & Leases	\$ 1,792	\$ -	\$ 1,792	Weighted Total O&M Expense	83%	17%	\$ 1,494	\$ 298	
54	45-00 Insurance	\$ 318,641	\$ -	\$ 318,641	Water Admin Insurance	83%	17%	\$ 264,825	\$ 53,816	
55	46-00 Repairs & Maintenance	\$ 3,590	\$ -	\$ 3,590	Weighted Total O&M Expense	83%	17%	\$ 2,993	\$ 597	
56	46-02 Repair/Maint Building	\$ 1,517	\$ -	\$ 1,517	Weighted Total O&M Expense	83%	17%	\$ 1,265	\$ 252	
57	46-03 Repair/Maint - Vehicles	\$ 1,368	\$ -	\$ 1,368	Weighted Total O&M Expense	83%	17%	\$ 1,141	\$ 227	
58	47-00 Printing & Binding	\$ 5,125	\$ -	\$ 5,125	Weighted Total O&M Expense	83%	17%	\$ 4,273	\$ 852	
59	48-00 Promotional Activities	\$ 13,655	\$ -	\$ 13,655	Weighted Total O&M Expense	83%	17%	\$ 11,385	\$ 2,270	
60	49-00 Other Charges & Oblig.	\$ 11,335	\$ -	\$ 11,335	Weighted Total O&M Expense	83%	17%	\$ 9,451	\$ 1,884	
61	49-08 Cash Over & Under	\$ 69,761	\$ -	\$ 69,761	Weighted Total O&M Expense	83%	17%	\$ 58,164	\$ 11,597	
62	49-09 Document Recording Chgs	\$ 1,502	\$ -	\$ 1,502	Weighted Total O&M Expense	83%	17%	\$ 1,253	\$ 250	
63	49-15 Obsolete Inventory	\$ 851	\$ -	\$ 851	Weighted Total O&M Expense	83%	17%	\$ 710	\$ 142	
64	52-00 Operating Supplies	\$ 62,961	\$ -	\$ 62,961	Weighted Total O&M Expense	83%	17%	\$ 52,495	\$ 10,467	
65	52-30 Fuel, Oil & Lubricants	\$ 2,438	\$ -	\$ 2,438	Weighted Total O&M Expense	83%	17%	\$ 2,033	\$ 405	
66	52-33 Employee Health Center	\$ 52,537	\$ -	\$ 52,537	Weighted Total O&M Expense	83%	17%	\$ 43,803	\$ 8,734	
67	54-00 Membership/Publications	\$ 28,459	\$ -	\$ 28,459	Weighted Total O&M Expense	83%	17%	\$ 23,728	\$ 4,731	
68	55-00 Training	\$ 1,475	\$ -	\$ 1,475	Weighted Total O&M Expense	83%	17%	\$ 1,230	\$ 245	
69	59-00 Depreciation Expense	\$ 9,986,651	\$ (9,986,651) ⁽²⁾	\$ -	Weighted Total O&M Expense	83%	17%	\$ -	\$ -	
70	General Fund Indirect Cost Allocation									
71	34-10 Allocations - General Fund	\$ 5,366,988	\$ -	\$ 5,366,988	Weighted Total O&M Expense	83%	17%	\$ 4,474,776	\$ 892,212	
72	Contingency & Bad Debt									
73	39-00 Contingency	\$ -	\$ -	\$ -	Weighted Total O&M Expense	83%	17%	\$ -	\$ -	
74	49-07 Bad Debt Expense	\$ 99,009	\$ -	\$ 99,009	Weighted Total O&M Expense	83%	17%	\$ 82,550	\$ 16,459	
75	Total Operating Expenses	\$ 17,136,100	\$ (10,454,795)	\$ 6,681,304				\$ 5,569,755	\$ 1,111,550	
76	Interfund Transfers Out									
77	91-01 Transfer to General Fund 001	\$ 5,432,540	\$ -	\$ 5,432,540	Weighted Total O&M Expense	83%	17%	\$ 4,529,431	\$ 903,109	
78	91-25 TO Restricted Asset 425	\$ -	\$ - ⁽³⁾	\$ -	N/A	0%	0%	\$ -	\$ -	
79	91-53 Health Insurance Fund 530	\$ 405,266	\$ -	\$ 405,266	Weighted Total O&M Expense	83%	17%	\$ 337,894	\$ 67,372	
80	95-01 6% ILO Franchise Fee	\$ 1,388,042	\$ -	\$ 1,388,042	Weighted Total O&M Expense	83%	17%	\$ 1,157,293	\$ 230,749	
81	Total Interfund Transfers Out	\$ 7,225,848	\$ -	\$ 7,225,848				\$ 6,024,818	\$ 1,201,230	
82	TOTAL - 4010 WATER ADMINISTRATION	\$ 25,661,546	\$ (10,454,795)	\$ 15,206,751				\$ 12,677,925	\$ 2,528,826	

Schedule 1 of 10

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E	F	G	H	I
		SERVICE ALLOCATION								
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 10)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals	
83	4020 DYAL PLANT									
84	Salaries & Benefits									
85	12-00 Regular Salaries & Wages	\$ 1,423,257	\$ -	\$ 1,423,257	Water Only	100%	0%	\$ 1,423,257	\$ -	
86	12-12 Accrual Payouts	\$ 13,055	\$ -	\$ 13,055	Water Only	100%	0%	\$ 13,055	\$ -	
87	13-00 Other Salaries & Wages	\$ 53,415	\$ -	\$ 53,415	Water Only	100%	0%	\$ 53,415	\$ -	
88	14-00 Overtime	\$ 138,104	\$ -	\$ 138,104	Water Only	100%	0%	\$ 138,104	\$ -	
89	20-00 Clothing/Shoe Allowances	\$ 805	\$ -	\$ 805	Water Only	100%	0%	\$ 805	\$ -	
90	21-00 FICA Taxes	\$ 119,813	\$ -	\$ 119,813	Water Only	100%	0%	\$ 119,813	\$ -	
91	22-00 Retirement Contributions	\$ 117,771	\$ -	\$ 117,771	Water Only	100%	0%	\$ 117,771	\$ -	
92	23-00 Life/Health Insurance	\$ 450,955	\$ -	\$ 450,955	Water Only	100%	0%	\$ 450,955	\$ -	
93	24-00 Worker's Compensation	\$ 92,981	\$ -	\$ 92,981	Water Only	100%	0%	\$ 92,981	\$ -	
94	26-00 OPEB Health Expense	\$ 60,820	\$ -	\$ 60,820	Water Only	100%	0%	\$ 60,820	\$ -	
95	27-00 Cafeteria Plan	\$ 12,350	\$ -	\$ 12,350	Water Only	100%	0%	\$ 12,350	\$ -	
96	Total Salaries & Benefits	\$ 2,483,327	\$ -	\$ 2,483,327				\$ 2,483,327	\$ -	
97	Operating Expenditures									
98	31-00 Professional Services	\$ 8,286	\$ -	\$ 8,286	Water Only	100%	0%	\$ 8,286	\$ -	
99	34-00 Contract Services	\$ 231,447	\$ -	\$ 231,447	Water Only	100%	0%	\$ 231,447	\$ -	
100	40-00 Travel & Per Diem	\$ 4,587	\$ -	\$ 4,587	Water Only	100%	0%	\$ 4,587	\$ -	
101	41-00 Communication	\$ 62,013	\$ -	\$ 62,013	Water Only	100%	0%	\$ 62,013	\$ -	
102	42-00 Postage & Freight	\$ 26,210	\$ -	\$ 26,210	Water Only	100%	0%	\$ 26,210	\$ -	
103	43-00 Electric/Water/Sewer Service	\$ 1,295,205	\$ 426,776 ⁽⁴⁾	\$ 1,721,982	Water Only	100%	0%	\$ 1,721,982	\$ -	
104	44-00 Rentals & Leases	\$ 118,048	\$ -	\$ 118,048	Water Only	100%	0%	\$ 118,048	\$ -	
105	45-00 Insurance	\$ 9,183	\$ -	\$ 9,183	Water Only	100%	0%	\$ 9,183	\$ -	
106	46-00 Repairs & Maintenance	\$ 2,436,303	\$ -	\$ 2,436,303	Water Only	100%	0%	\$ 2,436,303	\$ -	
107	46-02 Repair/Maint Building	\$ 317,392	\$ -	\$ 317,392	Water Only	100%	0%	\$ 317,392	\$ -	
108	46-03 Repair/Maint - Vehicles	\$ 26,551	\$ -	\$ 26,551	Water Only	100%	0%	\$ 26,551	\$ -	
109	47-00 Printing & Binding	\$ 61	\$ -	\$ 61	Water Only	100%	0%	\$ 61	\$ -	
110	49-00 Other Charges & Oblig.	\$ 7,469	\$ -	\$ 7,469	Water Only	100%	0%	\$ 7,469	\$ -	
111	52-00 Operating Supplies	\$ 2,665,111	\$ 878,167 ⁽⁴⁾	\$ 3,543,278	Water Only	100%	0%	\$ 3,543,278	\$ -	
112	52-07 Janitorial Supplies	\$ 4,095	\$ -	\$ 4,095	Water Only	100%	0%	\$ 4,095	\$ -	
113	52-30 Fuel, Oil & Lubricants	\$ 67,376	\$ -	\$ 67,376	Water Only	100%	0%	\$ 67,376	\$ -	
114	53-00 Road Materials/Supplies	\$ 9,572	\$ -	\$ 9,572	Water Only	100%	0%	\$ 9,572	\$ -	
115	54-00 Membership/Publications	\$ -	\$ -	\$ -	Water Only	100%	0%	\$ -	\$ -	
116	55-00 Training	\$ 25,233	\$ -	\$ 25,233	Water Only	100%	0%	\$ 25,233	\$ -	
117	Total Operating Expenditures	\$ 7,314,143	\$ 1,304,943	\$ 8,619,087				\$ 8,619,087	\$ -	
118	TOTAL - 4020 DYAL PLANT	\$ 9,797,470	\$ 1,304,943	\$ 11,102,413				\$ 11,102,413	\$ -	

Schedule 1 of 10

Service Allocation - Base Year Net Revenue Requirement

A		B	C	D	E				F	G	H	I
					SERVICE ALLOCATION							
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 10)	Water	Sewer/ Reuse		Base Year Water Actuals	Base Year Sewer/ Reuse Actuals		
119	4025 WATER FIELD OPERATIONS											
120	Salaries & Benefits											
121	12-00 Regular Salaries & Wages	\$ 1,728,430	\$ -	\$ 1,728,430	Water Field Operations PS	99%	1%		\$ 1,711,936	\$ 16,494		
122	12-12 Accrual Payouts	\$ 23,752	\$ -	\$ 23,752	Water Field Operations PS	99%	1%		\$ 23,525	\$ 227		
123	13-00 Other Salaries & Wages	\$ 68,438	\$ -	\$ 68,438	Water Only	100%	0%		\$ 68,438	\$ -		
124	14-00 Overtime	\$ 159,167	\$ -	\$ 159,167	Water Only	100%	0%		\$ 159,167	\$ -		
125	20-00 Clothing/Shoe Allowances	\$ 770	\$ -	\$ 770	Water Only	100%	0%		\$ 770	\$ -		
126	21-00 FICA Taxes	\$ 145,678	\$ -	\$ 145,678	Water Field Operations PS	99%	1%		\$ 144,287	\$ 1,390		
127	22-00 Retirement Contributions	\$ 216,364	\$ -	\$ 216,364	Water Field Operations PS	99%	1%		\$ 214,299	\$ 2,065		
128	23-00 Life/Health Insurance	\$ 487,634	\$ -	\$ 487,634	Water Field Operations PS	99%	1%		\$ 482,981	\$ 4,653		
129	24-00 Worker's Compensation	\$ 109,489	\$ -	\$ 109,489	Water Field Operations PS	99%	1%		\$ 108,444	\$ 1,045		
130	26-00 OPEB Health Expense	\$ 83,069	\$ -	\$ 83,069	Water Field Operations PS	99%	1%		\$ 82,276	\$ 793		
131	27-00 Cafeteria Plan	\$ 23,650	\$ -	\$ 23,650	Water Only	100%	0%		\$ 23,650	\$ -		
132	Total Salaries & Benefits	\$ 3,046,442	\$ -	\$ 3,046,442					\$ 3,019,774	\$ 26,667		
133	Operating Expenditures											
134	31-00 Professional Services	\$ 2,789	\$ -	\$ 2,789	Water Only	100%	0%		\$ 2,789	\$ -		
135	34-00 Contract Services	\$ 38,493	\$ -	\$ 38,493	Water Only	100%	0%		\$ 38,493	\$ -		
136	40-00 Travel & Per Diem	\$ 2,375	\$ -	\$ 2,375	Water Only	100%	0%		\$ 2,375	\$ -		
137	41-00 Communication	\$ 19,306	\$ -	\$ 19,306	Water Only	100%	0%		\$ 19,306	\$ -		
138	42-00 Postage & Freight	\$ 2,538	\$ -	\$ 2,538	Water Only	100%	0%		\$ 2,538	\$ -		
139	43-00 Electric/Water/Sewer Service	\$ 73,786	\$ -	\$ 73,786	Water Only	100%	0%		\$ 73,786	\$ -		
140	44-00 Rentals & Leases	\$ 3,201	\$ -	\$ 3,201	Water Only	100%	0%		\$ 3,201	\$ -		
141	45-00 Insurance	\$ 17,552	\$ -	\$ 17,552	Water Only	100%	0%		\$ 17,552	\$ -		
142	46-00 Repairs & Maintenance	\$ 2,361,373	\$ -	\$ 2,361,373	Water Only	100%	0%		\$ 2,361,373	\$ -		
143	46-02 Repair/Maint Building	\$ 82,465	\$ -	\$ 82,465	Water Only	100%	0%		\$ 82,465	\$ -		
144	46-03 Repair/Maint - Vehicles	\$ 72,758	\$ -	\$ 72,758	Water Only	100%	0%		\$ 72,758	\$ -		
145	47-00 Printing & Binding	\$ 25	\$ -	\$ 25	Water Only	100%	0%		\$ 25	\$ -		
146	49-00 Other Charges & Oblig.	\$ 2,112	\$ -	\$ 2,112	Water Only	100%	0%		\$ 2,112	\$ -		
147	52-00 Operating Supplies	\$ 118,489	\$ -	\$ 118,489	Water Only	100%	0%		\$ 118,489	\$ -		
148	52-07 Janitorial Supplies	\$ 3,050	\$ -	\$ 3,050	Water Only	100%	0%		\$ 3,050	\$ -		
149	52-30 Fuel, Oil & Lubricants	\$ 75,344	\$ -	\$ 75,344	Water Only	100%	0%		\$ 75,344	\$ -		
150	53-00 Road Materials/Supplies	\$ 5,602	\$ -	\$ 5,602	Water Only	100%	0%		\$ 5,602	\$ -		
151	54-00 Membership/Publications	\$ 255	\$ -	\$ 255	Water Only	100%	0%		\$ 255	\$ -		
152	55-00 Training	\$ 3,649	\$ -	\$ 3,649	Water Only	100%	0%		\$ 3,649	\$ -		
153	Total Operating Expenditures	\$ 2,885,159	\$ -	\$ 2,885,159					\$ 2,885,159	\$ -		
154	TOTAL - 4025 WATER FIELD OPERATIONS	\$ 5,931,601	\$ -	\$ 5,931,601					\$ 5,904,934	\$ 26,667		

Schedule 1 of 10

Service Allocation - Base Year Net Revenue Requirement

A		B	C	D	E				F	G	H	I
		SERVICE ALLOCATION										
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 10)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals			
155	4055 ENGINEERING											
156	Salaries & Benefits											
157	12-00 Regular Salaries & Wages	\$ 387,654	\$ -	\$ 387,654	Weighted 5-Year CIP	88%	12%	\$ 341,965	\$ 45,690			
158	12-12 Accrual Payouts	\$ 11,129	\$ -	\$ 11,129	Weighted 5-Year CIP	88%	12%	\$ 9,818	\$ 1,312			
159	13-00 Other Salaries & Wages	\$ 64,350	\$ -	\$ 64,350	Weighted 5-Year CIP	88%	12%	\$ 56,765	\$ 7,584			
160	14-00 Overtime	\$ 132	\$ -	\$ 132	Weighted 5-Year CIP	88%	12%	\$ 117	\$ 16			
161	21-00 FICA Taxes	\$ 35,243	\$ -	\$ 35,243	Weighted 5-Year CIP	88%	12%	\$ 31,089	\$ 4,154			
162	22-00 Retirement Contributions	\$ 33,996	\$ -	\$ 33,996	Weighted 5-Year CIP	88%	12%	\$ 29,989	\$ 4,007			
163	23-00 Life/Health Insurance	\$ 155,464	\$ -	\$ 155,464	Weighted 5-Year CIP	88%	12%	\$ 137,141	\$ 18,323			
164	24-00 Worker's Compensation	\$ 4,657	\$ -	\$ 4,657	Weighted 5-Year CIP	88%	12%	\$ 4,108	\$ 549			
165	26-00 OPEB Health Expense	\$ 20,127	\$ -	\$ 20,127	Weighted 5-Year CIP	88%	12%	\$ 17,755	\$ 2,372			
166	27-00 Cafeteria Plan	\$ 21,950	\$ -	\$ 21,950	Weighted 5-Year CIP	88%	12%	\$ 19,363	\$ 2,587			
167	Total Salaries & Benefits	\$ 734,703	\$ -	\$ 734,703				\$ 648,109	\$ 86,594			
168	Operating Expenditures											
169	31-03 Engineering Services	\$ -	\$ -	\$ -	Weighted 5-Year CIP	88%	12%	\$ -	\$ -			
170	34-00 Contract Services	\$ 73,944	\$ -	\$ 73,944	Weighted 5-Year CIP	88%	12%	\$ 65,229	\$ 8,715			
171	40-00 Travel & Per Diem	\$ 7	\$ -	\$ 7	Weighted 5-Year CIP	88%	12%	\$ 7	\$ 1			
172	41-00 Communication	\$ 2,880	\$ -	\$ 2,880	Weighted 5-Year CIP	88%	12%	\$ 2,541	\$ 339			
173	42-00 Postage & Freight	\$ 304	\$ -	\$ 304	Weighted 5-Year CIP	88%	12%	\$ 268	\$ 36			
174	45-00 Insurance	\$ 2,299	\$ -	\$ 2,299	Weighted 5-Year CIP	88%	12%	\$ 2,028	\$ 271			
175	46-00 Repairs & Maintenance	\$ 5,242	\$ -	\$ 5,242	Weighted 5-Year CIP	88%	12%	\$ 4,624	\$ 618			
176	46-03 Repair/Maint - Vehicles	\$ 3,743	\$ -	\$ 3,743	Weighted 5-Year CIP	88%	12%	\$ 3,302	\$ 441			
177	47-00 Printing & Binding	\$ 58	\$ -	\$ 58	Weighted 5-Year CIP	88%	12%	\$ 51	\$ 7			
178	49-00 Other Charges & Oblig.	\$ 716	\$ -	\$ 716	Weighted 5-Year CIP	88%	12%	\$ 632	\$ 84			
179	52-00 Operating Supplies	\$ 9,750	\$ -	\$ 9,750	Weighted 5-Year CIP	88%	12%	\$ 8,601	\$ 1,149			
180	52-30 Fuel, Oil & Lubricants	\$ 4,912	\$ -	\$ 4,912	Weighted 5-Year CIP	88%	12%	\$ 4,333	\$ 579			
181	54-00 Membership/Publications	\$ 358	\$ -	\$ 358	Weighted 5-Year CIP	88%	12%	\$ 316	\$ 42			
182	55-00 Training	\$ 590	\$ -	\$ 590	Weighted 5-Year CIP	88%	12%	\$ 520	\$ 70			
183	Total Operating Expenditures	\$ 104,805	\$ -	\$ 104,805				\$ 92,452	\$ 12,353			
184	TOTAL - 4055 ENGINEERING	\$ 839,508	\$ -	\$ 839,508				\$ 740,561	\$ 98,946			
185	4120 WATER RECLAMATION											
186	Salaries & Benefits											
187	12-00 Regular Salaries & Wages	\$ 724,739	\$ -	\$ 724,739	Sewer / Reuse Only	0%	100%	\$ -	\$ 724,739			
188	12-12 Accrual Payouts	\$ 31,369	\$ -	\$ 31,369	Sewer / Reuse Only	0%	100%	\$ -	\$ 31,369			
189	13-00 Other Salaries & Wages	\$ 54,163	\$ -	\$ 54,163	Sewer / Reuse Only	0%	100%	\$ -	\$ 54,163			
190	14-00 Overtime	\$ 66,391	\$ -	\$ 66,391	Sewer / Reuse Only	0%	100%	\$ -	\$ 66,391			
191	20-00 Clothing/Shoe Allowances	\$ 440	\$ -	\$ 440	Sewer / Reuse Only	0%	100%	\$ -	\$ 440			
192	21-00 FICA Taxes	\$ 63,345	\$ -	\$ 63,345	Sewer / Reuse Only	0%	100%	\$ -	\$ 63,345			
193	22-00 Retirement Contributions	\$ 211,522	\$ -	\$ 211,522	Sewer / Reuse Only	0%	100%	\$ -	\$ 211,522			
194	23-00 Life/Health Insurance	\$ 188,581	\$ -	\$ 188,581	Sewer / Reuse Only	0%	100%	\$ -	\$ 188,581			
195	24-00 Worker's Compensation	\$ 39,301	\$ -	\$ 39,301	Sewer / Reuse Only	0%	100%	\$ -	\$ 39,301			
196	26-00 OPEB Health Expense	\$ 21,189	\$ -	\$ 21,189	Sewer / Reuse Only	0%	100%	\$ -	\$ 21,189			
197	27-00 Cafeteria Plan	\$ 13,250	\$ -	\$ 13,250	Sewer / Reuse Only	0%	100%	\$ -	\$ 13,250			
198	Total Salaries & Benefits	\$ 1,414,291	\$ -	\$ 1,414,291				\$ -	\$ 1,414,291			

Schedule 1 of 10

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E	F	G	H	I
		SERVICE ALLOCATION								
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 10)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals	
199	Operating Expenditures									
200	31-00 Professional Services	\$ 6,117	\$ -	\$ 6,117	Sewer / Reuse Only	0%	100%	\$ -	\$ 6,117	
201	34-00 Contract Services	\$ 62,598	\$ -	\$ 62,598	Sewer / Reuse Only	0%	100%	\$ -	\$ 62,598	
202	40-00 Travel & Per Diem	\$ 1,055	\$ -	\$ 1,055	Sewer / Reuse Only	0%	100%	\$ -	\$ 1,055	
203	41-00 Communication	\$ 7,744	\$ -	\$ 7,744	Sewer / Reuse Only	0%	100%	\$ -	\$ 7,744	
204	42-00 Postage & Freight	\$ 3,616	\$ -	\$ 3,616	Sewer / Reuse Only	0%	100%	\$ -	\$ 3,616	
205	43-00 Electric/Water/Sewer Service	\$ 161,752	\$ -	\$ 161,752	Sewer / Reuse Only	0%	100%	\$ -	\$ 161,752	
206	44-00 Rentals & Leases	\$ 2,342	\$ -	\$ 2,342	Sewer / Reuse Only	0%	100%	\$ -	\$ 2,342	
207	45-00 Insurance	\$ 1,813	\$ -	\$ 1,813	Sewer / Reuse Only	0%	100%	\$ -	\$ 1,813	
208	46-00 Repairs & Maintenance	\$ 232,372	\$ -	\$ 232,372	Sewer / Reuse Only	0%	100%	\$ -	\$ 232,372	
209	46-02 Repair/Maint Building	\$ 28,439	\$ -	\$ 28,439	Sewer / Reuse Only	0%	100%	\$ -	\$ 28,439	
210	46-03 Repair/Maint - Vehicles	\$ 4,768	\$ -	\$ 4,768	Sewer / Reuse Only	0%	100%	\$ -	\$ 4,768	
211	49-00 Other Charges & Oblig.	\$ 6,338	\$ -	\$ 6,338	Sewer / Reuse Only	0%	100%	\$ -	\$ 6,338	
212	52-00 Operating Supplies	\$ 151,167	\$ -	\$ 151,167	Sewer / Reuse Only	0%	100%	\$ -	\$ 151,167	
213	52-07 Janitorial Supplies	\$ 1,841	\$ -	\$ 1,841	Sewer / Reuse Only	0%	100%	\$ -	\$ 1,841	
214	52-30 Fuel, Oil & Lubricants	\$ 4,360	\$ -	\$ 4,360	Sewer / Reuse Only	0%	100%	\$ -	\$ 4,360	
215	54-00 Membership/Publications	\$ 460	\$ -	\$ 460	Sewer / Reuse Only	0%	100%	\$ -	\$ 460	
216	55-00 Training	\$ 2,171	\$ -	\$ 2,171	Sewer / Reuse Only	0%	100%	\$ -	\$ 2,171	
217	Total Operating Expenditures	\$ 678,954	\$ -	\$ 678,954				\$ -	\$ 678,954	
218	TOTAL - 4120 WATER RECLAMATION	\$ 2,093,245	\$ -	\$ 2,093,245				\$ -	\$ 2,093,245	
219	4125 SEWER FIELD OPERATIONS									
220	Salaries & Benefits									
221	12-00 Regular Salaries & Wages	\$ 506,625	\$ -	\$ 506,625	Sewer / Reuse Only	0%	100%	\$ -	\$ 506,625	
222	14-00 Overtime	\$ 37,115	\$ -	\$ 37,115	Sewer / Reuse Only	0%	100%	\$ -	\$ 37,115	
223	20-00 Clothing/Shoe Allowances	\$ 385	\$ -	\$ 385	Sewer / Reuse Only	0%	100%	\$ -	\$ 385	
224	21-00 FICA Taxes	\$ 38,195	\$ -	\$ 38,195	Sewer / Reuse Only	0%	100%	\$ -	\$ 38,195	
225	22-00 Retirement Contributions	\$ 183,350	\$ -	\$ 183,350	Sewer / Reuse Only	0%	100%	\$ -	\$ 183,350	
226	23-00 Life/Health Insurance	\$ 166,316	\$ -	\$ 166,316	Sewer / Reuse Only	0%	100%	\$ -	\$ 166,316	
227	24-00 Worker's Compensation	\$ 27,274	\$ -	\$ 27,274	Sewer / Reuse Only	0%	100%	\$ -	\$ 27,274	
228	26-00 OPEB Health Expense	\$ 8,788	\$ -	\$ 8,788	Sewer / Reuse Only	0%	100%	\$ -	\$ 8,788	
229	27-00 Cafeteria Plan	\$ 7,200	\$ -	\$ 7,200	Sewer / Reuse Only	0%	100%	\$ -	\$ 7,200	
230	Total Salaries & Benefits	\$ 975,248	\$ -	\$ 975,248				\$ -	\$ 975,248	

Schedule 1 of 10

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E	F	G	H	I
		SERVICE ALLOCATION								
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 10)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals	
231	Operating Expenditures									
232	34-00 Contract Services	\$ 11,081	\$ -	\$ 11,081	Sewer / Reuse Only	0%	100%	\$ -	\$ 11,081	
233	40-00 Travel & Per Diem	\$ 7	\$ -	\$ 7	Sewer / Reuse Only	0%	100%	\$ -	\$ 7	
234	41-00 Communication	\$ 3,705	\$ -	\$ 3,705	Sewer / Reuse Only	0%	100%	\$ -	\$ 3,705	
235	42-00 Postage & Freight	\$ 1,616	\$ -	\$ 1,616	Sewer / Reuse Only	0%	100%	\$ -	\$ 1,616	
236	43-00 Electric/Water/Sewer Service	\$ 71,067	\$ -	\$ 71,067	Sewer / Reuse Only	0%	100%	\$ -	\$ 71,067	
237	44-00 Rentals & Leases	\$ 511	\$ -	\$ 511	Sewer / Reuse Only	0%	100%	\$ -	\$ 511	
238	45-00 Insurance	\$ 6,626	\$ -	\$ 6,626	Sewer / Reuse Only	0%	100%	\$ -	\$ 6,626	
239	46-00 Repairs & Maintenance	\$ 377,564	\$ -	\$ 377,564	Sewer / Reuse Only	0%	100%	\$ -	\$ 377,564	
240	46-03 Repair/Maint - Vehicles	\$ 24,672	\$ -	\$ 24,672	Sewer / Reuse Only	0%	100%	\$ -	\$ 24,672	
241	47-00 Printing & Binding	\$ 171	\$ -	\$ 171	Sewer / Reuse Only	0%	100%	\$ -	\$ 171	
242	49-00 Other Charges & Oblig.	\$ 601	\$ -	\$ 601	Sewer / Reuse Only	0%	100%	\$ -	\$ 601	
243	52-00 Operating Supplies	\$ 34,159	\$ -	\$ 34,159	Sewer / Reuse Only	0%	100%	\$ -	\$ 34,159	
244	52-30 Fuel, Oil & Lubricants	\$ 23,866	\$ -	\$ 23,866	Sewer / Reuse Only	0%	100%	\$ -	\$ 23,866	
245	53-00 Road Materials/Supplies	\$ 909	\$ -	\$ 909	Sewer / Reuse Only	0%	100%	\$ -	\$ 909	
246	54-00 Membership/Publications	\$ -	\$ -	\$ -	Sewer / Reuse Only	0%	100%	\$ -	\$ -	
247	55-00 Training	\$ -	\$ -	\$ -	Sewer / Reuse Only	0%	100%	\$ -	\$ -	
248	Total Operating Expenditures	\$ 556,556	\$ -	\$ 556,556				\$ -	\$ 556,556	
249	TOTAL - 4125 SEWER FIELD OPERATIONS	\$ 1,531,804	\$ -	\$ 1,531,804				\$ -	\$ 1,531,804	
250	DEBT SERVICE									
251	Existing Senior Lien Debt Service									
252	Series 1999 Bond - Principal	\$ 1,170,000	\$ -	\$ 1,170,000	Series 1999 Bonds	96%	4%	\$ 1,128,355	\$ 41,645	
253	Series 1999 Bond - Interest	\$ 194,250	\$ -	\$ 194,250	Series 1999 Bonds	96%	4%	\$ 187,336	\$ 6,914	
254	Series 2003 - Principal	\$ 1,250,000	\$ -	\$ 1,250,000	Series 2003 Bonds	97%	3%	\$ 1,206,537	\$ 43,463	
255	Series 2003 - Interest	\$ 640,275	\$ -	\$ 640,275	Series 2003 Bonds	97%	3%	\$ 618,012	\$ 22,263	
256	Series 2009A Bonds - Principal	\$ -	\$ -	\$ -	Series 2009A Bonds	94%	6%	\$ -	\$ -	
257	Series 2009A Bonds - Interest	\$ 440,969	\$ -	\$ 440,969	Series 2009A Bonds	94%	6%	\$ 412,449	\$ 28,520	
258	Series 2009B Bonds - Principal	\$ -	\$ -	\$ -	Series 2009B Bonds	96%	4%	\$ -	\$ -	
259	Series 2009B Bonds - Interest	\$ 590,750	\$ -	\$ 590,750	Series 2009B Bonds	96%	4%	\$ 569,723	\$ 21,027	
260	Series 2010 BAB - Principal	\$ -	\$ -	\$ -	Series 2010 BAB	100%	0%	\$ -	\$ -	
261	Series 2010 BAB - Interest	\$ 1,866,313	\$ -	\$ 1,866,313	Series 2010 BAB	100%	0%	\$ 1,866,313	\$ -	
262	Series 2010 BAB - Subsidy	\$ (595,374)	\$ -	\$ (595,374)	Series 2010 BAB	100%	0%	\$ (595,374)	\$ -	
263	Total Existing Senior Lien Debt Service	\$ 5,557,183	\$ -	\$ 5,557,183				\$ 5,393,351	\$ 163,831	

Schedule 1 of 10

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E	F	G	H	I
		SERVICE ALLOCATION								
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 10)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals	
264	Existing Subordinate Debt Service									
265	SRL 517010 - Principal	\$ 295,504	\$ -	\$ 295,504	SRL 517010	100%	0%	\$ 295,504	\$ -	
266	SRL 517010 - Interest	\$ 65,279	\$ -	\$ 65,279	SRL 517010	100%	0%	\$ 65,279	\$ -	
267	SRL 517020 - Principal	\$ 230,751	\$ -	\$ 230,751	SRL 517020	100%	0%	\$ 230,751	\$ -	
268	SRL 517020 - Interest	\$ 62,334	\$ -	\$ 62,334	SRL 517020	100%	0%	\$ 62,334	\$ -	
269	SRL 517030 - Principal	\$ 521,267	\$ -	\$ 521,267	SRL 517030	100%	0%	\$ 521,267	\$ -	
270	SRL 517030 - Interest	\$ 149,922	\$ -	\$ 149,922	SRL 517030	100%	0%	\$ 149,922	\$ -	
271	SRL 202P - Principal	\$ 161,870	\$ -	\$ 161,870	SRL 202P	0%	100%	\$ -	\$ 161,870	
272	SRL 202P - Interest	\$ 33,465	\$ -	\$ 33,465	SRL 202P	0%	100%	\$ -	\$ 33,465	
273	SRL 517040 - Principal	\$ 99,534	\$ -	\$ 99,534	SRL 517040	100%	0%	\$ 99,534	\$ -	
274	SRL 517040 - Interest	\$ 51,878	\$ -	\$ 51,878	SRL 517040	100%	0%	\$ 51,878	\$ -	
275	SRL - 517050 - Principal	\$ 284,707	\$ -	\$ 284,707	SRL 517050	100%	0%	\$ 284,707	\$ -	
276	SRL - 517050 - Interest	\$ 144,585	\$ -	\$ 144,585	SRL 517050	100%	0%	\$ 144,585	\$ -	
277	SRL WW812030 - Principal	\$ 257,294	\$ -	\$ 257,294	SRL WW812030	0%	100%	\$ -	\$ 257,294	
278	SRL WW812030 - Interest	\$ 143,030	\$ -	\$ 143,030	SRL WW812030	0%	100%	\$ -	\$ 143,030	
279	SRL DW517060 - Principal	\$ 5,269	\$ -	\$ 5,269	SRL DW517060	100%	0%	\$ 5,269	\$ -	
280	SRL DW517060 - Interest	\$ 2,799	\$ -	\$ 2,799	SRL DW517060	100%	0%	\$ 2,799	\$ -	
281	Total Existing Subordinate Debt Service	\$ 2,509,489	\$ -	\$ 2,509,489				\$ 1,913,829	\$ 595,660	
282	New Debt Service									
283	Imputed Annual Debt Service for CIP (From Schedule 10 of 10)	\$ 576,068	\$ -	\$ 576,068	Base Year CIP	88%	12%	\$ 508,172	\$ 67,897	
284	Total New Debt Service	\$ 576,068	\$ -	\$ 576,068				\$ 508,172	\$ 67,897	
285	TOTAL - DEBT SERVICE	\$ 8,642,740	\$ -	\$ 8,642,740				\$ 7,815,352	\$ 827,388	
286	OTHER BELOW THE LINE EXPENSES									
287	Letters of Credit									
288	Suntrust Letter of Credit Draw #1 - Principal	\$ 145,000	\$ -	\$ 145,000	Weighted Total O&M Expense	83%	17%	\$ 120,895	\$ 24,105	
289	Suntrust Letter of Credit Draw #1 - Interest	\$ 8,850	\$ -	\$ 8,850	Weighted Total O&M Expense	83%	17%	\$ 7,379	\$ 1,471	
290	Suntrust Letter of Credit Draw #3 - Principal	\$ 64,000	\$ -	\$ 64,000	Weighted Total O&M Expense	83%	17%	\$ 53,361	\$ 10,639	
291	Suntrust Letter of Credit Draw #3 - Interest	\$ 3,900	\$ -	\$ 3,900	Weighted Total O&M Expense	83%	17%	\$ 3,252	\$ 648	
292	Suntrust Letter of Credit Draw #4 - Principal	\$ 65,000	\$ -	\$ 65,000	Weighted Total O&M Expense	83%	17%	\$ 54,194	\$ 10,806	
293	Suntrust Letter of Credit Draw #4 - Interest	\$ 3,650	\$ -	\$ 3,650	Weighted Total O&M Expense	83%	17%	\$ 3,044	\$ 607	
294	Suntrust Letter of Credit Draw #5 - Principal	\$ 40,000	\$ -	\$ 40,000	Weighted Total O&M Expense	83%	17%	\$ 33,350	\$ 6,650	
295	Suntrust Letter of Credit Draw #5 - Interest	\$ 3,452	\$ -	\$ 3,452	Weighted Total O&M Expense	83%	17%	\$ 2,878	\$ 574	
296	Total Letters of Credit	\$ 333,852	\$ -	\$ 333,852				\$ 278,353	\$ 55,500	
297	TOTAL - OTHER BELOW THE LINE EXPENSES	\$ 333,852	\$ -	\$ 333,852				\$ 278,353	\$ 55,500	
298	OTHER USES									
299	Cash Funded Capital									
300	Imputed Cash Funded CIP (From Schedule 10 of 10)	\$ 4,697,576	\$ -	\$ 4,697,576	Base Year CIP	88%	12%	\$ 4,143,909	\$ 553,667	
301	Total Cash Funded Capital	\$ 4,697,576	\$ -	\$ 4,697,576				\$ 4,143,909	\$ 553,667	
302	Less: Capital Offsets									
303	Contributed Capital Funds Used for CIP In Current FY	\$ -	\$ -	\$ -	Base Year CIP (5)	88%	12%	\$ -	\$ -	
304	Water Impact Fees Used for Payment of Debt	\$ (1,435,760)	\$ - (6)	\$ (1,435,760)	Water Only	100%	0%	\$ (1,435,760)	\$ -	
305	Sewer Impact Fees Used for Payment of Debt	\$ (50,425)	\$ - (6)	\$ (50,425)	Sewer / Reuse Only	0%	100%	\$ -	\$ (50,425)	
306	Water Projects Paid with Impact Fees	\$ -	\$ -	\$ -	Water Only	100%	0%	\$ -	\$ -	

Schedule 1 of 10

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E	F	G	H	I
		SERVICE ALLOCATION								
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 10)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals	
307	Sewer Projects Paid with Impact Fees	\$ -	\$ -	\$ -	Sewer / Reuse Only	0%	100%	\$ -	\$ -	
308	Total Capital Offsets	\$ (1,486,185)	\$ -	\$ (1,486,185)				\$ (1,435,760)	\$ (50,425)	
309	Use of Fund Balance									
310	Reserve Fund Balance Used for Cash Flow Deficit	\$ -	\$ -	\$ -	Weighted Total O&M Expense	83%	17%	\$ -	\$ -	
311	Total Use of Fund Balance	\$ -	\$ -	\$ -				\$ -	\$ -	
312	TOTAL - OTHER USES	\$ 3,211,391	\$ -	\$ 3,211,391				\$ 2,708,149	\$ 503,242	
313	OFFSETTING REVENUES									
314	Other Operating Revenue									
315	Water Connection Fee	\$ (442,243)	\$ -	\$ (442,243)	Water Only	100%	0%	\$ (442,243)	\$ -	
316	Water Hydrant Fees	\$ (2,776,051)	\$ -	\$ (2,776,051)	Water Only	100%	0%	\$ (2,776,051)	\$ -	
317	Hydrant Resid Flow Test	\$ (5,000)	\$ -	\$ (5,000)	Water Only	100%	0%	\$ (5,000)	\$ -	
318	Backflow Device Test	\$ (181,076)	\$ -	\$ (181,076)	Water Only	100%	0%	\$ (181,076)	\$ -	
319	Jumper Meters	\$ (2,000)	\$ -	\$ (2,000)	Water Only	100%	0%	\$ (2,000)	\$ -	
320	Plan Review / Const Inspect	\$ (30,500)	\$ -	\$ (30,500)	Water Only	100%	0%	\$ (30,500)	\$ -	
321	Backflow PRV/RLCT Temp	\$ (970)	\$ -	\$ (970)	Water Only	100%	0%	\$ (970)	\$ -	
322	Sewer Grease Trap Permits	\$ (6,442)	\$ -	\$ (6,442)	Sewer / Reuse Only	0%	100%	\$ -	\$ (6,442)	
323	Sewer Connection Fee	\$ (3,101)	\$ -	\$ (3,101)	Sewer / Reuse Only	0%	100%	\$ -	\$ (3,101)	
324	Reuse Water Installation	\$ (6,299)	\$ -	\$ (6,299)	Sewer / Reuse Only	0%	100%	\$ -	\$ (6,299)	
325	362 - Rents and Royalties	\$ (1,300)	\$ -	\$ (1,300)	Weighted Total O&M Expense	83%	17%	\$ (1,084)	\$ (216)	
326	364 - Sale of Fixed Assets	\$ (146,505)	\$ -	\$ (146,505)	Weighted Total O&M Expense	83%	17%	\$ (122,150)	\$ (24,355)	
327	365 - Sale of Surplus Scrap	\$ (7,028)	\$ -	\$ (7,028)	Weighted Total O&M Expense	83%	17%	\$ (5,860)	\$ (1,168)	
328	369 - Other Misc. Revenues	\$ (67,794)	\$ -	\$ (67,794)	Weighted Total O&M Expense	83%	17%	\$ (56,524)	\$ (11,270)	
329	Net Inc/Dec - FMV Investment	\$ 66,087	\$ -	\$ 66,087	Weighted Total O&M Expense	83%	17%	\$ 55,101	\$ 10,986	
330	Total Other Operating Revenue	\$ (3,610,223)	\$ -	\$ (3,610,223)				\$ (3,568,358)	\$ (41,865)	
331	Interest Income									
332	Interest Income	\$ (248,543)	\$ -	\$ (248,543)	Weighted Total O&M Expense	83%	17%	\$ (207,225)	\$ (41,318)	
333	Total Interest Income	\$ (248,543)	\$ -	\$ (248,543)				\$ (207,225)	\$ (41,318)	
334	TOTAL - OFFSETTING REVENUES	\$ (3,858,766)	\$ -	\$ (3,858,766)				\$ (3,775,583)	\$ (83,183)	
335	Total	\$ 55,736,920	\$ (9,149,852)	\$ 46,587,068				\$ 38,842,400	\$ 7,744,667	
								69.7%		

Footnotes:

(1) Water Admin - Removed cost of storage fee as this is part of rate calculation on Schedule 3.

(2) Depreciation Expense is not included in analysis as it is not a cash expense.

(3) TO Restricted Asset 425 - This interfund transfer is to the debt service fund from which debt service is paid. Annual debt service is brought in and allocated by issuance under the Debt Service section above, so this transfer is removed to avoid double counting.

(4) Dyal Plant - Some line items include variable costs associated with increased production. Actual Base Year costs per mgd are extrapolated for Regional Customer demand from Schedule 3.

(5) Contributed Capital Funds Used for CIP in Current FY will be allocated according to the nature of the project.

(6) Represents rate revenues freed up by the use of impact fees to pay for debt service.

Note: Minor capital outlay items are not in this O&M allocation, as they are included within the CIP.

Note: Offsetting Revenues to the Regional rate calculations exclude retail rate revenue, revenues earned not billed, capital asset contributions, and BABS Grant (included in debt service).

Schedule 2 of 10

Customer Class Allocation - Base Year Net Revenue Requirement

A		B		C		D		E		F		G	
						CUSTOMER ALLOCATION							
		Base Year Water Actuals		Allocation Factor (from Schedule 6 of 10)		Regional/ Retail		Retail Only		Base Year Regional/ Retail Actuals		Base Year Retail Only Actuals	
1	1515 FIELD SERVICES												
2	Salaries & Benefits												
3	12-00	Regular Salaries & Wages	\$	695,147	Retail Only	0%	100%	\$	-	\$	695,147		
4	12-12	Accrual Payouts	\$	23,309	Retail Only	0%	100%	\$	-	\$	23,309		
5	13-00	Other Salaries & Wages	\$	56,084	Retail Only	0%	100%	\$	-	\$	56,084		
6	14-00	Overtime	\$	1,057	Retail Only	0%	100%	\$	-	\$	1,057		
7	20-00	Clothing/Shoe Allowances	\$	99	Retail Only	0%	100%	\$	-	\$	99		
8	21-00	FICA Taxes	\$	55,315	Retail Only	0%	100%	\$	-	\$	55,315		
9	22-00	Retirement Contributions	\$	151,135	Retail Only	0%	100%	\$	-	\$	151,135		
10	23-00	Life/Health Insurance	\$	227,289	Retail Only	0%	100%	\$	-	\$	227,289		
11	24-00	Worker's Compensation	\$	39,521	Retail Only	0%	100%	\$	-	\$	39,521		
12	26-00	OPEB Health Expense	\$	22,674	Retail Only	0%	100%	\$	-	\$	22,674		
13	27-00	Cafeteria Plan	\$	7,522	Retail Only	0%	100%	\$	-	\$	7,522		
14	Total Salaries & Benefits		\$	1,279,151				\$	-	\$	1,279,151		
15	Operating Expenditures												
16	41-00	Communication	\$	5,527	Retail Only	0%	100%	\$	-	\$	5,527		
17	42-00	Postage & Freight	\$	107	Retail Only	0%	100%	\$	-	\$	107		
18	45-00	Insurance	\$	8,019	Retail Only	0%	100%	\$	-	\$	8,019		
19	46-00	Repairs & Maintenance	\$	22,268	Retail Only	0%	100%	\$	-	\$	22,268		
20	46-03	Repair/Maint - Vehicles	\$	14,037	Retail Only	0%	100%	\$	-	\$	14,037		
21	49-00	Other Charges & Oblig.	\$	108	Retail Only	0%	100%	\$	-	\$	108		
22	52-00	Operating Supplies	\$	22,755	Retail Only	0%	100%	\$	-	\$	22,755		
23	52-30	Fuel, Oil & Lubricants	\$	38,144	Retail Only	0%	100%	\$	-	\$	38,144		
24	54-00	Membership/Publications	\$	179	Retail Only	0%	100%	\$	-	\$	179		
25	Total Operating Expenditures		\$	111,145				\$	-	\$	111,145		
26	TOTAL - 1515 FIELD SERVICES		\$	1,390,296				\$	-	\$	1,390,296		
27	4010 WATER ADMINISTRATION												
28	Salaries & Benefits												
29	12-00	Regular Salaries & Wages	\$	393,763	Weighted Total Water O&M	57%	43%	\$	224,157	\$	169,606		
30	12-12	Accrual Payouts	\$	2,503	Weighted Total Water O&M	57%	43%	\$	1,425	\$	1,078		
31	13-00	Other Salaries & Wages	\$	7,077	Weighted Total Water O&M	57%	43%	\$	4,029	\$	3,048		
32	14-00	Overtime	\$	13,109	Weighted Total Water O&M	57%	43%	\$	7,463	\$	5,647		
33	21-00	FICA Taxes	\$	31,169	Weighted Total Water O&M	57%	43%	\$	17,744	\$	13,426		
34	22-00	Retirement Contributions	\$	405,577	Weighted Total Water O&M	57%	43%	\$	230,882	\$	174,694		
35	23-00	Life/Health Insurance	\$	78,571	Weighted Total Water O&M	57%	43%	\$	44,728	\$	33,843		
36	23-02	Life/Health Retirees	\$	105,977	Weighted Total Water O&M	57%	43%	\$	60,329	\$	45,647		
37	24-00	Worker's Compensation	\$	10,075	Weighted Total Water O&M	57%	43%	\$	5,735	\$	4,339		
38	25-00	Unemployment Compensation	\$	1,558	Weighted Total Water O&M	57%	43%	\$	887	\$	671		
39	26-00	OPEB Health Expense	\$	21,375	Weighted Total Water O&M	57%	43%	\$	12,168	\$	9,207		
40	27-00	Cafeteria Plan	\$	12,798	Weighted Total Water O&M	57%	43%	\$	7,286	\$	5,513		
41	Total Salaries & Benefits		\$	1,083,552				\$	616,832	\$	466,720		

Schedule 2 of 10

Customer Class Allocation - Base Year Net Revenue Requirement

		A	B	C	D		E	F		G	
					CUSTOMER ALLOCATION						
			Base Year Water Actuals	Allocation Factor (from Schedule 6 of 10)	Regional/ Retail	Retail Only		Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals		
42	Operating Expenses										
43	Operating Exp (Less Contin. Bad Debt. Indir Cost Alloc)										
44	31-00 Professional Services	\$	191,219	Weighted Total Water O&M	57%	43%	\$	108,855	\$ 82,364		
45	31-01 Legal Expenses	\$	70,829	Weighted Total Water O&M	57%	43%	\$	40,321	\$ 30,508		
46	31-33 Employee Health Center	\$	101,672	Weighted Total Water O&M	57%	43%	\$	57,878	\$ 43,793		
47	32-00 Accounting & Auditing	\$	36,269	Weighted Total Water O&M	57%	43%	\$	20,647	\$ 15,622		
48	34-00 Contract Services	\$	125,000	Weighted Total Water O&M	57%	43%	\$	71,158	\$ 53,841		
49	40-00 Travel & Per Diem	\$	739	Weighted Total Water O&M	57%	43%	\$	421	\$ 318		
50	41-00 Communication	\$	1,558	Weighted Total Water O&M	57%	43%	\$	887	\$ 671		
51	42-00 Postage & Freight	\$	3,871	Weighted Total Water O&M	57%	43%	\$	2,204	\$ 1,668		
52	43-00 Electric/Water/Sewer Service	\$	1,030	Weighted Total Water O&M	57%	43%	\$	586	\$ 444		
53	44-00 Rentals & Leases	\$	1,494	Weighted Total Water O&M	57%	43%	\$	850	\$ 643		
54	45-00 Insurance	\$	264,825	Weighted Total Water O&M	57%	43%	\$	150,757	\$ 114,069		
55	46-00 Repairs & Maintenance	\$	2,993	Weighted Total Water O&M	57%	43%	\$	1,704	\$ 1,289		
56	46-02 Repair/Maint Building	\$	1,265	Weighted Total Water O&M	57%	43%	\$	720	\$ 545		
57	46-03 Repair/Maint - Vehicles	\$	1,141	Weighted Total Water O&M	57%	43%	\$	649	\$ 491		
58	47-00 Printing & Binding	\$	4,273	Weighted Total Water O&M	57%	43%	\$	2,432	\$ 1,840		
59	48-00 Promotional Activities	\$	11,385	Weighted Total Water O&M	57%	43%	\$	6,481	\$ 4,904		
60	49-00 Other Charges & Oblig.	\$	9,451	Weighted Total Water O&M	57%	43%	\$	5,380	\$ 4,071		
61	49-08 Cash Over & Under	\$	58,164	Weighted Total Water O&M	57%	43%	\$	33,111	\$ 25,053		
62	49-09 Document Recording Chgs	\$	1,253	Weighted Total Water O&M	57%	43%	\$	713	\$ 540		
63	49-15 Obsolete Inventory	\$	710	Weighted Total Water O&M	57%	43%	\$	404	\$ 306		
64	52-00 Operating Supplies	\$	52,495	Weighted Total Water O&M	57%	43%	\$	29,884	\$ 22,611		
65	52-30 Fuel, Oil & Lubricants	\$	2,033	Weighted Total Water O&M	57%	43%	\$	1,157	\$ 876		
66	52-33 Employee Health Center	\$	43,803	Weighted Total Water O&M	57%	43%	\$	24,936	\$ 18,867		
67	54-00 Membership/Publications	\$	23,728	Weighted Total Water O&M	57%	43%	\$	13,508	\$ 10,220		
68	55-00 Training	\$	1,230	Weighted Total Water O&M	57%	43%	\$	700	\$ 530		
69	59-00 Depreciation Expense	\$	-	Weighted Total Water O&M	57%	43%	\$	-	\$ -		
70	General Fund Indirect Cost Allocation										
71	34-10 Allocations - General Fund	\$	4,474,776	Weighted Total Water O&M	57%	43%	\$	2,547,351	\$ 1,927,426		
72	Contingency & Bad Debt										
73	39-00 Contingency	\$	-	Weighted Total Water O&M	57%	43%	\$	-	\$ -		
74	49-07 Bad Debt Expense	\$	82,550	Retail Only	0%	100%	\$	-	\$ 82,550		
75	Total Operating Expenses	\$	5,569,755				\$	3,123,695	\$ 2,446,060		
76	Interfund Transfers Out										
77	91-01 Transfer to General Fund 001	\$	4,529,431	Retail Only	0%	100%	\$	-	\$ 4,529,431		
78	91-25 TO Restricted Asset 425	\$	-	Retail Only	0%	100%	\$	-	\$ -		
79	91-53 Health Insurance Fund 530	\$	337,894	Retail Only	0%	100%	\$	-	\$ 337,894		
80	95-01 6% ILO Franchise Fee	\$	1,157,293	Retail Only	0%	100%	\$	-	\$ 1,157,293		
81	Total Interfund Transfers Out	\$	6,024,618				\$	-	\$ 6,024,618		
82	TOTAL - 4010 WATER ADMINISTRATION	\$	12,677,925				\$	3,740,527	\$ 8,937,398		

Schedule 2 of 10

Customer Class Allocation - Base Year Net Revenue Requirement

	A	B	C	D		E	F		G
				CUSTOMER ALLOCATION					
		Base Year Water Actuals	Allocation Factor (from Schedule 6 of 10)	Regional/ Retail	Retail Only		Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals	
83	4020 DYAL PLANT								
84	Salaries & Benefits								
85	12-00 Regular Salaries & Wages	\$ 1,423,257	Regional / Retail	100%	0%		\$ 1,423,257	\$ -	
86	12-12 Accrual Payouts	\$ 13,055	Regional / Retail	100%	0%		\$ 13,055	\$ -	
87	13-00 Other Salaries & Wages	\$ 53,415	Regional / Retail	100%	0%		\$ 53,415	\$ -	
88	14-00 Overtime	\$ 138,104	Regional / Retail	100%	0%		\$ 138,104	\$ -	
89	20-00 Clothing/Shoe Allowances	\$ 805	Regional / Retail	100%	0%		\$ 805	\$ -	
90	21-00 FICA Taxes	\$ 119,813	Regional / Retail	100%	0%		\$ 119,813	\$ -	
91	22-00 Retirement Contributions	\$ 117,771	Regional / Retail	100%	0%		\$ 117,771	\$ -	
92	23-00 Life/Health Insurance	\$ 450,955	Regional / Retail	100%	0%		\$ 450,955	\$ -	
93	24-00 Worker's Compensation	\$ 92,981	Regional / Retail	100%	0%		\$ 92,981	\$ -	
94	26-00 OPEB Health Expense	\$ 60,820	Regional / Retail	100%	0%		\$ 60,820	\$ -	
95	27-00 Cafeteria Plan	\$ 12,350	Regional / Retail	100%	0%		\$ 12,350	\$ -	
96	Total Salaries & Benefits	\$ 2,483,327					\$ 2,483,327	\$ -	
97	Operating Expenditures								
98	31-00 Professional Services	\$ 8,286	Regional / Retail	100%	0%		\$ 8,286	\$ -	
99	34-00 Contract Services	\$ 231,447	Regional / Retail	100%	0%		\$ 231,447	\$ -	
100	40-00 Travel & Per Diem	\$ 4,587	Regional / Retail	100%	0%		\$ 4,587	\$ -	
101	41-00 Communication	\$ 62,013	Regional / Retail	100%	0%		\$ 62,013	\$ -	
102	42-00 Postage & Freight	\$ 26,210	Regional / Retail	100%	0%		\$ 26,210	\$ -	
103	43-00 Electric/Water/Sewer Service	\$ 1,721,982	Regional / Retail	100%	0%		\$ 1,721,982	\$ -	
104	44-00 Rentals & Leases	\$ 118,048	Regional / Retail	100%	0%		\$ 118,048	\$ -	
105	45-00 Insurance	\$ 9,183	Regional / Retail	100%	0%		\$ 9,183	\$ -	
106	46-00 Repairs & Maintenance	\$ 2,436,303	Regional / Retail	100%	0%		\$ 2,436,303	\$ -	
107	46-02 Repair/Maint Building	\$ 317,392	Regional / Retail	100%	0%		\$ 317,392	\$ -	
108	46-03 Repair/Maint - Vehicles	\$ 26,551	Regional / Retail	100%	0%		\$ 26,551	\$ -	
109	47-00 Printing & Binding	\$ 61	Regional / Retail	100%	0%		\$ 61	\$ -	
110	49-00 Other Charges & Oblig.	\$ 7,469	Regional / Retail	100%	0%		\$ 7,469	\$ -	
111	52-00 Operating Supplies	\$ 3,543,278	Regional / Retail	100%	0%		\$ 3,543,278	\$ -	
112	52-07 Janitorial Supplies	\$ 4,095	Regional / Retail	100%	0%		\$ 4,095	\$ -	
113	52-30 Fuel, Oil & Lubricants	\$ 67,376	Regional / Retail	100%	0%		\$ 67,376	\$ -	
114	53-00 Road Materials/Supplies	\$ 9,572	Regional / Retail	100%	0%		\$ 9,572	\$ -	
115	54-00 Membership/Publications	\$ -	Regional / Retail	100%	0%		\$ -	\$ -	
116	55-00 Training	\$ 25,233	Regional / Retail	100%	0%		\$ 25,233	\$ -	
117	Total Operating Expenditures	\$ 8,619,087					\$ 8,619,087	\$ -	
118	TOTAL - 4020 DYAL PLANT	\$ 11,102,413					\$ 11,102,413	\$ -	

Schedule 2 of 10

Customer Class Allocation - Base Year Net Revenue Requirement

A		B		C		D		E		F		G	
CUSTOMER ALLOCATION													
		Base Year Water Actuals		Allocation Factor (from Schedule 6 of 10)		Regional/ Retail		Retail Only		Base Year Regional/ Retail Actuals		Base Year Retail Only Actuals	
119	4025 WATER FIELD OPERATIONS												
120	Salaries & Benefits												
121	12-00	Regular Salaries & Wages	\$	1,711,936	Miles of Pipe	3%	97%	\$	55,546	\$	1,656,390		
122	12-12	Accrual Payouts	\$	23,525	Miles of Pipe	3%	97%	\$	763	\$	22,762		
123	13-00	Other Salaries & Wages	\$	68,438	Miles of Pipe	3%	97%	\$	2,221	\$	66,217		
124	14-00	Overtime	\$	159,167	Miles of Pipe	3%	97%	\$	5,164	\$	154,003		
125	20-00	Clothing/Shoe Allowances	\$	770	Miles of Pipe	3%	97%	\$	25	\$	745		
126	21-00	FICA Taxes	\$	144,287	Miles of Pipe	3%	97%	\$	4,682	\$	139,606		
127	22-00	Retirement Contributions	\$	214,299	Miles of Pipe	3%	97%	\$	6,953	\$	207,346		
128	23-00	Life/Health Insurance	\$	482,981	Miles of Pipe	3%	97%	\$	15,671	\$	467,310		
129	24-00	Worker's Compensation	\$	108,444	Miles of Pipe	3%	97%	\$	3,519	\$	104,925		
130	26-00	OPEB Health Expense	\$	82,276	Miles of Pipe	3%	97%	\$	2,670	\$	79,607		
131	27-00	Cafeteria Plan	\$	23,650	Miles of Pipe	3%	97%	\$	767	\$	22,883		
132	Total Salaries & Benefits		\$	3,019,774					\$	97,981	\$	2,921,793	
133	Operating Expenditures												
134	31-00	Professional Services	\$	2,789	Miles of Pipe	3%	97%	\$	90	\$	2,698		
135	34-00	Contract Services	\$	38,493	Miles of Pipe	3%	97%	\$	1,249	\$	37,244		
136	40-00	Travel & Per Diem	\$	2,375	Miles of Pipe	3%	97%	\$	77	\$	2,298		
137	41-00	Communication	\$	19,306	Miles of Pipe	3%	97%	\$	626	\$	18,680		
138	42-00	Postage & Freight	\$	2,538	Miles of Pipe	3%	97%	\$	82	\$	2,456		
139	43-00	Electric/Water/Sewer Service	\$	73,786	Miles of Pipe	3%	97%	\$	2,394	\$	71,391		
140	44-00	Rentals & Leases	\$	3,201	Miles of Pipe	3%	97%	\$	104	\$	3,097		
141	45-00	Insurance	\$	17,552	Miles of Pipe	3%	97%	\$	569	\$	16,982		
142	46-00	Repairs & Maintenance	\$	2,361,373	Miles of Pipe	3%	97%	\$	76,618	\$	2,284,754		
143	46-02	Repair/Maint Building	\$	82,465	Miles of Pipe	3%	97%	\$	2,676	\$	79,789		
144	46-03	Repair/Maint - Vehicles	\$	72,758	Miles of Pipe	3%	97%	\$	2,361	\$	70,397		
145	47-00	Printing & Binding	\$	25	Miles of Pipe	3%	97%	\$	1	\$	24		
146	49-00	Other Charges & Oblig.	\$	2,112	Miles of Pipe	3%	97%	\$	69	\$	2,043		
147	52-00	Operating Supplies	\$	118,489	Miles of Pipe	3%	97%	\$	3,845	\$	114,644		
148	52-07	Janitorial Supplies	\$	3,050	Miles of Pipe	3%	97%	\$	99	\$	2,951		
149	52-30	Fuel, Oil & Lubricants	\$	75,344	Miles of Pipe	3%	97%	\$	2,445	\$	72,899		
150	53-00	Road Materials/Supplies	\$	5,602	Miles of Pipe	3%	97%	\$	182	\$	5,420		
151	54-00	Membership/Publications	\$	255	Miles of Pipe	3%	97%	\$	8	\$	247		
152	55-00	Training	\$	3,649	Miles of Pipe	3%	97%	\$	118	\$	3,531		
153	Total Operating Expenditures		\$	2,885,159					\$	93,613	\$	2,791,546	
154	TOTAL - 4025 WATER FIELD OPERATIONS		\$	5,904,934					\$	191,594	\$	5,713,339	

Schedule 2 of 10

Customer Class Allocation - Base Year Net Revenue Requirement

A		B		C		D		E		F		G	
						CUSTOMER ALLOCATION							
		Base Year Water Actuals		Allocation Factor (from Schedule 6 of 10)		Regional/ Retail		Retail Only		Base Year Regional/ Retail Actuals		Base Year Retail Only Actuals	
155	4055 ENGINEERING												
156	Salaries & Benefits												
157	12-00	Regular Salaries & Wages	\$	341,965	Weighted Total Water CIP	66%	34%	\$	224,265	\$	117,699		
158	12-12	Accrual Payouts	\$	9,818	Weighted Total Water CIP	66%	34%	\$	6,439	\$	3,379		
159	13-00	Other Salaries & Wages	\$	56,765	Weighted Total Water CIP	66%	34%	\$	37,228	\$	19,538		
160	14-00	Overtime	\$	117	Weighted Total Water CIP	66%	34%	\$	77	\$	40		
161	21-00	FICA Taxes	\$	31,089	Weighted Total Water CIP	66%	34%	\$	20,389	\$	10,700		
162	22-00	Retirement Contributions	\$	29,989	Weighted Total Water CIP	66%	34%	\$	19,667	\$	10,322		
163	23-00	Life/Health Insurance	\$	137,141	Weighted Total Water CIP	66%	34%	\$	89,939	\$	47,202		
164	24-00	Worker's Compensation	\$	4,108	Weighted Total Water CIP	66%	34%	\$	2,694	\$	1,414		
165	26-00	OPEB Health Expense	\$	17,755	Weighted Total Water CIP	66%	34%	\$	11,644	\$	6,111		
166	27-00	Cafeteria Plan	\$	19,363	Weighted Total Water CIP	66%	34%	\$	12,698	\$	6,664		
167	Total Salaries & Benefits		\$	648,109					\$	425,039	\$	223,070	
168	Operating Expenditures												
169	31-03	Engineering Services	\$	-	Weighted Total Water CIP	66%	34%	\$	-	\$	-		
170	34-00	Contract Services	\$	65,229	Weighted Total Water CIP	66%	34%	\$	42,778	\$	22,451		
171	40-00	Travel & Per Diem	\$	7	Weighted Total Water CIP	66%	34%	\$	4	\$	2		
172	41-00	Communication	\$	2,541	Weighted Total Water CIP	66%	34%	\$	1,666	\$	874		
173	42-00	Postage & Freight	\$	268	Weighted Total Water CIP	66%	34%	\$	176	\$	92		
174	45-00	Insurance	\$	2,028	Weighted Total Water CIP	66%	34%	\$	1,330	\$	698		
175	46-00	Repairs & Maintenance	\$	4,624	Weighted Total Water CIP	66%	34%	\$	3,033	\$	1,592		
176	46-03	Repair/Maint - Vehicles	\$	3,302	Weighted Total Water CIP	66%	34%	\$	2,165	\$	1,136		
177	47-00	Printing & Binding	\$	51	Weighted Total Water CIP	66%	34%	\$	33	\$	18		
178	49-00	Other Charges & Oblig.	\$	632	Weighted Total Water CIP	66%	34%	\$	414	\$	218		
179	52-00	Operating Supplies	\$	8,601	Weighted Total Water CIP	66%	34%	\$	5,641	\$	2,960		
180	52-30	Fuel, Oil & Lubricants	\$	4,333	Weighted Total Water CIP	66%	34%	\$	2,842	\$	1,491		
181	54-00	Membership/Publications	\$	316	Weighted Total Water CIP	66%	34%	\$	207	\$	109		
182	55-00	Training	\$	520	Weighted Total Water CIP	66%	34%	\$	341	\$	179		
183	Total Operating Expenditures		\$	92,452					\$	60,631	\$	31,821	
184	TOTAL - 4055 ENGINEERING		\$	740,561					\$	485,671	\$	254,891	
185	4120 WATER RECLAMATION												
186	Salaries & Benefits												
187	12-00	Regular Salaries & Wages	\$	-	N/A	0%	0%	\$	-	\$	-		
188	12-12	Accrual Payouts	\$	-	N/A	0%	0%	\$	-	\$	-		
189	13-00	Other Salaries & Wages	\$	-	N/A	0%	0%	\$	-	\$	-		
190	14-00	Overtime	\$	-	N/A	0%	0%	\$	-	\$	-		
191	20-00	Clothing/Shoe Allowances	\$	-	N/A	0%	0%	\$	-	\$	-		
192	21-00	FICA Taxes	\$	-	N/A	0%	0%	\$	-	\$	-		
193	22-00	Retirement Contributions	\$	-	N/A	0%	0%	\$	-	\$	-		
194	23-00	Life/Health Insurance	\$	-	N/A	0%	0%	\$	-	\$	-		
195	24-00	Worker's Compensation	\$	-	N/A	0%	0%	\$	-	\$	-		
196	26-00	OPEB Health Expense	\$	-	N/A	0%	0%	\$	-	\$	-		
197	27-00	Cafeteria Plan	\$	-	N/A	0%	0%	\$	-	\$	-		

Schedule 2 of 10

Customer Class Allocation - Base Year Net Revenue Requirement

		A	B	C	D		E	F	G
					CUSTOMER ALLOCATION				
			Base Year Water Actuals	Allocation Factor (from Schedule 6 of 10)	Regional/ Retail	Retail Only	Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals	
198	Total Salaries & Benefits	\$	-				\$	-	\$
199	Operating Expenditures								
200	31-00 Professional Services	\$	-	N/A	0%	0%	\$	-	\$
201	34-00 Contract Services	\$	-	N/A	0%	0%	\$	-	\$
202	40-00 Travel & Per Diem	\$	-	N/A	0%	0%	\$	-	\$
203	41-00 Communication	\$	-	N/A	0%	0%	\$	-	\$
204	42-00 Postage & Freight	\$	-	N/A	0%	0%	\$	-	\$
205	43-00 Electric/Water/Sewer Service	\$	-	N/A	0%	0%	\$	-	\$
206	44-00 Rentals & Leases	\$	-	N/A	0%	0%	\$	-	\$
207	45-00 Insurance	\$	-	N/A	0%	0%	\$	-	\$
208	46-00 Repairs & Maintenance	\$	-	N/A	0%	0%	\$	-	\$
209	46-02 Repair/Maint Building	\$	-	N/A	0%	0%	\$	-	\$
210	46-03 Repair/Maint - Vehicles	\$	-	N/A	0%	0%	\$	-	\$
211	49-00 Other Charges & Oblig.	\$	-	N/A	0%	0%	\$	-	\$
212	52-00 Operating Supplies	\$	-	N/A	0%	0%	\$	-	\$
213	52-07 Janitorial Supplies	\$	-	N/A	0%	0%	\$	-	\$
214	52-30 Fuel, Oil & Lubricants	\$	-	N/A	0%	0%	\$	-	\$
215	54-00 Membership/Publications	\$	-	N/A	0%	0%	\$	-	\$
216	55-00 Training	\$	-	N/A	0%	0%	\$	-	\$
217	Total Operating Expenditures	\$	-				\$	-	\$
218	TOTAL - 4120 WATER RECLAMATION	\$	-				\$	-	\$
219	4125 SEWER FIELD OPERATIONS								
220	Salaries & Benefits								
221	12-00 Regular Salaries & Wages	\$	-	N/A	0%	0%	\$	-	\$
222	14-00 Overtime	\$	-	N/A	0%	0%	\$	-	\$
223	20-00 Clothing/Shoe Allowances	\$	-	N/A	0%	0%	\$	-	\$
224	21-00 FICA Taxes	\$	-	N/A	0%	0%	\$	-	\$
225	22-00 Retirement Contributions	\$	-	N/A	0%	0%	\$	-	\$
226	23-00 Life/Health Insurance	\$	-	N/A	0%	0%	\$	-	\$
227	24-00 Worker's Compensation	\$	-	N/A	0%	0%	\$	-	\$
228	26-00 OPEB Health Expense	\$	-	N/A	0%	0%	\$	-	\$
229	27-00 Cafeteria Plan	\$	-	N/A	0%	0%	\$	-	\$
230	Total Salaries & Benefits	\$	-				\$	-	\$
231	Operating Expenditures								
232	34-00 Contract Services	\$	-	N/A	0%	0%	\$	-	\$
233	40-00 Travel & Per Diem	\$	-	N/A	0%	0%	\$	-	\$
234	41-00 Communication	\$	-	N/A	0%	0%	\$	-	\$
235	42-00 Postage & Freight	\$	-	N/A	0%	0%	\$	-	\$
236	43-00 Electric/Water/Sewer Service	\$	-	N/A	0%	0%	\$	-	\$
237	44-00 Rentals & Leases	\$	-	N/A	0%	0%	\$	-	\$
238	45-00 Insurance	\$	-	N/A	0%	0%	\$	-	\$
239	46-00 Repairs & Maintenance	\$	-	N/A	0%	0%	\$	-	\$
240	46-03 Repair/Maint - Vehicles	\$	-	N/A	0%	0%	\$	-	\$

Schedule 2 of 10

Customer Class Allocation - Base Year Net Revenue Requirement

A		B	C	D		E	F	G
				CUSTOMER ALLOCATION				
		Base Year Water Actuals	Allocation Factor (from Schedule 6 of 10)	Regional/ Retail	Retail Only	Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals	
241	47-00 Printing & Binding	\$ -	N/A	0%	0%	\$ -	\$ -	
242	49-00 Other Charges & Oblig.	\$ -	N/A	0%	0%	\$ -	\$ -	
243	52-00 Operating Supplies	\$ -	N/A	0%	0%	\$ -	\$ -	
244	52-30 Fuel, Oil & Lubricants	\$ -	N/A	0%	0%	\$ -	\$ -	
245	53-00 Road Materials/Supplies	\$ -	N/A	0%	0%	\$ -	\$ -	
246	54-00 Membership/Publications	\$ -	N/A	0%	0%	\$ -	\$ -	
247	55-00 Training	\$ -	N/A	0%	0%	\$ -	\$ -	
248	Total Operating Expenditures	\$ -				\$ -	\$ -	
249	TOTAL - 4125 SEWER FIELD OPERATIONS	\$ -				\$ -	\$ -	
250	DEBT SERVICE							
251	Existing Senior Lien Debt Service							
252	Series 1999 Bond - Principal	\$ 1,128,355	Series 1999 Bonds	95%	5%	\$ 1,070,010	\$ 58,345	
253	Series 1999 Bond - Interest	\$ 187,336	Series 1999 Bonds	95%	5%	\$ 177,649	\$ 9,687	
254	Series 2003 - Principal	\$ 1,206,537	Series 2003 Bonds	95%	5%	\$ 1,145,591	\$ 60,946	
255	Series 2003 - Interest	\$ 618,012	Series 2003 Bonds	95%	5%	\$ 586,795	\$ 31,218	
256	Series 2009A Bonds - Principal	\$ -	Series 2009A Bonds	51%	49%	\$ -	\$ -	
257	Series 2009A Bonds - Interest	\$ 412,449	Series 2009A Bonds	51%	49%	\$ 210,421	\$ 202,028	
258	Series 2009B Bonds - Principal	\$ -	Series 2009B Bonds	95%	5%	\$ -	\$ -	
259	Series 2009B Bonds - Interest	\$ 569,723	Series 2009B Bonds	95%	5%	\$ 540,264	\$ 29,459	
260	Series 2010 BAB - Principal	\$ -	Series 2010 BAB	47%	53%	\$ -	\$ -	
261	Series 2010 BAB - Interest	\$ 1,866,313	Series 2010 BAB	47%	53%	\$ 880,993	\$ 985,320	
262	Series 2010 BAB - Subsidy	\$ (595,374)	Series 2010 BAB	47%	53%	\$ (281,046)	\$ (314,328)	
263	Total Existing Senior Lien Debt Service	\$ 5,393,351				\$ 4,330,677	\$ 1,062,675	
264	Existing Subordinate Debt Service							
265	SRL 517010 - Principal	\$ 295,504	SRL 517010	0%	100%	\$ -	\$ 295,504	
266	SRL 517010 - Interest	\$ 65,279	SRL 517010	0%	100%	\$ -	\$ 65,279	
267	SRL 517020 - Principal	\$ 230,751	SRL 517020	0%	100%	\$ -	\$ 230,751	
268	SRL 517020 - Interest	\$ 62,334	SRL 517020	0%	100%	\$ -	\$ 62,334	
269	SRL 517030 - Principal	\$ 521,267	SRL 517030	0%	100%	\$ -	\$ 521,267	
270	SRL 517030 - Interest	\$ 149,922	SRL 517030	0%	100%	\$ -	\$ 149,922	
271	SRL 202P - Principal	\$ -	SRL 202P	0%	100%	\$ -	\$ -	
272	SRL 202P - Interest	\$ -	SRL 202P	0%	100%	\$ -	\$ -	
273	SRL 517040 - Principal	\$ 99,534	SRL 517040	0%	100%	\$ -	\$ 99,534	
274	SRL 517040 - Interest	\$ 51,878	SRL 517040	0%	100%	\$ -	\$ 51,878	
275	SRL - 517050 - Principal	\$ 284,707	SRL 517050	0%	100%	\$ -	\$ 284,707	
276	SRL - 517050 - Interest	\$ 144,585	SRL 517050	0%	100%	\$ -	\$ 144,585	
277	SRL WW812030 - Principal	\$ -	SRL WW812030	0%	100%	\$ -	\$ -	
278	SRL WW812030 - Interest	\$ -	SRL WW812030	0%	100%	\$ -	\$ -	
279	SRL DW517060 - Principal	\$ 5,269	SRL DW517060	0%	100%	\$ -	\$ 5,269	
280	SRL DW517060 - Interest	\$ 2,799	SRL DW517060	0%	100%	\$ -	\$ 2,799	
281	Total Existing Subordinate Debt Service	\$ 1,913,829				\$ -	\$ 1,913,829	

Schedule 2 of 10

Customer Class Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E	CUSTOMER ALLOCATION		F	G
			Base Year Water Actuals	Allocation Factor (from Schedule 6 of 10)	Regional/ Retail	Retail Only		Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals	
282	New Debt Service									
283	Imputed Annual Debt Service for CIP (From Schedule 10 of 10)	\$	508,172	Base Year Water CIP	66%	34%	\$	333,266	\$ 174,906	
284	Total New Debt Service	\$	508,172				\$	333,266	\$ 174,906	
285	TOTAL - DEBT SERVICE	\$	7,815,352				\$	4,663,943	\$ 3,151,409	
286	OTHER BELOW THE LINE EXPENSES									
287	Letters of Credit									
288	Suntrust Letter of Credit Draw #1 - Principal	\$	120,895	Retail Only	0%	100%	\$	-	\$ 120,895	
289	Suntrust Letter of Credit Draw #1 - Interest	\$	7,379	Retail Only	0%	100%	\$	-	\$ 7,379	
290	Suntrust Letter of Credit Draw #3 - Principal	\$	53,361	Retail Only	0%	100%	\$	-	\$ 53,361	
291	Suntrust Letter of Credit Draw #3 - Interest	\$	3,252	Retail Only	0%	100%	\$	-	\$ 3,252	
292	Suntrust Letter of Credit Draw #4 - Principal	\$	54,194	Retail Only	0%	100%	\$	-	\$ 54,194	
293	Suntrust Letter of Credit Draw #4 - Interest	\$	3,044	Retail Only	0%	100%	\$	-	\$ 3,044	
294	Suntrust Letter of Credit Draw #5 - Principal	\$	33,350	Retail Only	0%	100%	\$	-	\$ 33,350	
295	Suntrust Letter of Credit Draw #5 - Interest	\$	2,878	Retail Only	0%	100%	\$	-	\$ 2,878	
296	Total Letters of Credit	\$	278,353				\$	-	\$ 278,353	
297	TOTAL - OTHER BELOW THE LINE EXPENSES	\$	278,353				\$	-	\$ 278,353	
298	OTHER USES									
299	Cash Funded Capital									
300	Imputed Cash Funded CIP (From Schedule 10 of 10)	\$	4,143,909	Base Year Water CIP	66%	34%	\$	2,717,634	\$ 1,426,275	
301	Total Cash Funded Capital	\$	4,143,909				\$	2,717,634	\$ 1,426,275	
302	Less: Capital Offsets									
303	Contributed Capital Funds Used for CIP in Current FY	\$	-	Regional / Retail	(1) 100%	0%	\$	-	\$ -	
304	Water Impact Fees Used for Payment of Debt	\$	(1,435,760)	Water Impact Fees	40%	60%	\$	(580,385)	\$ (855,375)	
305	Sewer Impact Fees Used for Payment of Debt	\$	-	N/A	0%	0%	\$	-	\$ -	
306	Water Projects Paid with Impact Fees	\$	-	Water Impact Fees	40%	60%	\$	-	\$ -	
307	Sewer Projects Paid with Impact Fees	\$	-	N/A	0%	0%	\$	-	\$ -	
308	Total Capital Offsets	\$	(1,435,760)				\$	(580,385)	\$ (855,375)	
309	Use of Fund Balance									
310	Reserve Fund Balance Used for Cash Flow Deficit	\$	-	Weighted Total Water O&M	57%	43%	\$	-	\$ -	
311	Total Use of Fund Balance	\$	-				\$	-	\$ -	
312	TOTAL - OTHER USES	\$	2,708,149				\$	2,137,248	\$ 570,901	
313	OFFSETTING REVENUES									
314	Other Operating Revenue									
315	Water Connection Fee	\$	(442,243)	Retail Only	0%	100%	\$	-	\$ (442,243)	
316	Water Hydrant Fees	\$	(2,776,051)	Retail Only	0%	100%	\$	-	\$ (2,776,051)	
317	Hydrant Resid Flow Test	\$	(5,000)	Retail Only	0%	100%	\$	-	\$ (5,000)	
318	Backflow Device Test	\$	(181,076)	Retail Only	0%	100%	\$	-	\$ (181,076)	
319	Jumper Meters	\$	(2,000)	Retail Only	0%	100%	\$	-	\$ (2,000)	
320	Plan Review / Const Inspect	\$	(30,500)	Weighted Total Water O&M	57%	43%	\$	(17,363)	\$ (13,137)	
321	Backflow PRV/RLCT Temp	\$	(970)	Retail Only	0%	100%	\$	-	\$ (970)	
322	Sewer Grease Trap Permits	\$	-	N/A	0%	0%	\$	-	\$ -	

Schedule 2 of 10

Customer Class Allocation - Base Year Net Revenue Requirement

A		B	C	D	E	F	G
		CUSTOMER ALLOCATION					
		Base Year Water Actuals	Allocation Factor (from Schedule 6 of 10)	Regional/ Retail	Retail Only	Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals
323	Sewer Connection Fee	\$ -	N/A	0%	0%	\$ -	\$ -
324	Reuse Water Installation	\$ -	N/A	0%	0%	\$ -	\$ -
325	362 - Rents and Royalties	\$ (1,084)	Weighted Total Water O&M	57%	43%	\$ (617)	\$ (467)
326	364 - Sale of Fixed Assets	\$ (122,150)	Weighted Total Water O&M	57%	43%	\$ (69,536)	\$ (52,614)
327	365 - Sale of Surplus Scrap	\$ (5,860)	Weighted Total Water O&M	57%	43%	\$ (3,336)	\$ (2,524)
328	369 - Other Misc. Revenues	\$ (56,524)	Weighted Total Water O&M	57%	43%	\$ (32,177)	\$ (24,347)
328	Net Inc/Dec - FMV Investment	\$ 55,101	Weighted Total Water O&M	57%	43%	\$ 31,367	\$ 23,734
329	Total Other Operating Revenue	\$ (3,568,358)				\$ (91,662)	\$ (3,476,695)
330	Interest Income						
331	Interest Income	\$ (207,225)	Weighted Total Water O&M	57%	43%	\$ (117,967)	\$ (89,258)
332	Total Interest Income	\$ (207,225)				\$ (117,967)	\$ (89,258)
333	TOTAL - OFFSETTING REVENUES	\$ (3,775,583)				\$ (209,629)	\$ (3,565,954)
334	Total	\$ 38,842,400				\$ 22,111,767	\$ 16,730,633
						56.9%	

(1) Contributed Capital Funds Used for CIP in Current FY will be allocated according to the nature of the project.

Schedule 3 of 10

Phase 2 Regional Rate Calculation

	A	B	C	D	E	F
1	Water Sold (mgd)			Regional/ Retail Cost Pool	Regional Cost Pool	Retail Cost Pool
5	Total Average Demand in mgd			28.244	7.000	21.244
6	Allocation Factor				24.78%	75.22%
7	Net Revenue Requirement					
8	O&M Costs			\$ 15,520,205	\$ 3,845,907	\$ 11,674,298
9	Cash Funded Capital			2,717,634		
10	Total Cash Expenditures			\$ 18,237,839		
11	Less: Offsets					
12	Other Operating Revenue			\$ (91,662)		
13	Capital Offsets			(580,385)		
14	Interest Income			(117,967)		
15	Net Revenue Requirement Before ROR, Debt Service, & Storage Fee			\$ 17,447,825	\$ 4,323,571	\$ 13,124,254
16	Plus: ROR to Cocoa (Paid by Regional Customers)	ROR %	6.0%	931,212	230,754	700,458
17	Net Revenue Requirement Before Debt Service, & Storage Fee with ROR			\$ 17,678,579	\$ 4,554,325	\$ 13,124,254
18	Annual Debt Service & Coverage Requirement	DS Covg Req	Addl Covg Req			
19	Existing Senior Lien Debt Service	1.10	\$ 433,068	\$ 4,330,677		
20	Existing Subordinate Debt Service	1.20	\$ -	-		
21	New Debt Service	1.10	\$ 33,327	333,266		
22	Letters of Credit	0	\$ -	-		
23	Debt Service Coverage Requirement Less Cash Funded Capital (Min \$0)		\$ 466,395	-		
24	Total Annual Debt Service & Coverage Requirement			\$ 4,663,943	1,155,725	3,508,218
25	Net Revenue Requirement Before Storage Fee			\$ 22,342,522	\$ 5,710,050	\$ 16,632,472
26	Storage Fee			853,000	211,373	641,627
27	Base Year Net Revenue Requirement Including Storage Fee			\$ 23,195,522	\$ 5,921,423	\$ 17,274,099
28	Regional Usage Rate Calculation:					
29	Regional Net Revenue Requirement Including Storage Fee Restated				\$ 5,921,423	
30	Total Annual Regional Customer Demand	in mg	2,555	in kgals	2,555,000	
31	Base Year Regional Usage Rate per kgal				\$ 2.32	
32	Apply Current Year Cocoa Rate Adjustment				5.00%	
33	Current Year Regional Usage Rate per kgal				\$ 2.44	
34	Note: Slight variances may occur due to rounding.					

Schedule 4 of 10

Service Allocation Factors

A		B	C	D	E
Service Allocation Factors		Water	Sewer/ Reuse	Water	Sewer/ Reuse
1	Water Only	100.0%	0.0%	100.0%	0.0%
2	Sewer / Reuse Only	0.0%	100.0%	0.0%	100.0%
3	Base Year Accounts	89.6%	10.4%	80,110	9,348
4	Water Admin Insurance	83.1%	16.9%	\$264,825	\$53,816
5	Water Field Operations PS	99.0%	1.0%	\$1,711,936	\$16,494
6	Series 1999 Bonds	96.4%	3.6%	96.4%	3.6%
7	Series 2003 Bonds	96.5%	3.5%	96.5%	3.5%
8	Series 2009A Bonds	93.5%	6.5%	93.5%	6.5%
9	Series 2009B Bonds	96.4%	3.6%	96.4%	3.6%
10	Series 2010 BAB	100.0%	0.0%	100.0%	0.0%
11	SRL 517010	100.0%	0.0%	100.0%	0.0%
12	SRL 517020	100.0%	0.0%	100.0%	0.0%
13	SRL 517030	100.0%	0.0%	100.0%	0.0%
14	SRL 202P	0.0%	100.0%	0.0%	100.0%
15	SRL 517040	100.0%	0.0%	100.0%	0.0%
16	SRL 517050	100.0%	0.0%	100.0%	0.0%
17	SRL WW812030	0.0%	100.0%	0.0%	100.0%
18	SRL DW517060	100.0%	0.0%	100.0%	0.0%
19	Base Year CIP	88.2%	11.8%	\$13,212,775	\$1,765,356
20	Weighted 5-Year CIP	88.2%	11.8%	\$85,802,728	\$11,464,085
21	Weighted Total O&M Expense	83.4%	16.6%	\$38,842,400	\$7,744,667
22	N/A	0.0%	0.0%	0	0

Schedule 5 of 10

Allocation Factors - Staff Estimates

	A	B	C	D	E	F	G	H
1	Water Admin Insurance cost (45-00) to Water vs Sewer							
2	Water	\$264,825	83.1%					
3	Sewer	\$53,816	16.9%					
4	Total Water Cost	\$318,641	100.0%					
5	Water Field Operations (4025) PS cost to Water vs Sewer							
6	Water Field Operations Manager Salary	\$99,220		Allocation Factor	Water	Sewer	Water \$	Sewer \$
7	All Other Water Field Operations salaries	\$1,629,210		Weighted Total O&M Expense	83%	17%	\$82,726	\$16,494
8	Total Water Cost	\$1,728,430		Water Only	100%	0%	\$1,629,210	\$0
							\$1,711,936	\$16,494
							99.0%	1.0%
9	Miles of Pipe for Water/Sewer/Reclaimed							
10	Potable Water	1,341	87.0%					
11	Wastewater	125	8.1%					
12	Reclaimed	75	4.9%					
13	Total Miles of Pipe	1,541	100.0%					
14	Miles of Pipe for Raw Water/Transmission & Distribution							
15	Raw Water	50	3.2%					
16	Transmission/Distribution (All Other Pipe)	1,491	96.8%					
17	Total Miles of Pipe	1,541	100.0%					

Schedule 6 of 10

Customer Class Allocation Factors

A		B		C	D		E
Customer Allocation Factors		Regional/ Retail		Retail Only	Regional/ Retail		Retail Only
1	Regional / Retail	100.0%	0.0%		100%	0%	
2	Retail Only	0.0%	100.0%		0%	100%	
3	Miles of Pipe	3.2%	96.8%		50	1,491	
4	Series 1999 Bonds	94.8%	5.2%		94.8%	5.2%	
5	Series 2003 Bonds	94.9%	5.1%		94.9%	5.1%	
6	Series 2009A Bonds	51.0%	49.0%		51.0%	49.0%	
7	Series 2009B Bonds	94.8%	5.2%		94.8%	5.2%	
8	Series 2010 BAB	47.2%	52.8%		47.2%	52.8%	
9	SRL 517010	0.0%	100.0%		0.0%	100.0%	
10	SRL 517020	0.0%	100.0%		0.0%	100.0%	
11	SRL 517030	0.0%	100.0%		0.0%	100.0%	
12	SRL 202P	0.0%	100.0%		0.0%	100.0%	
13	SRL 517040	0.0%	100.0%		0.0%	100.0%	
14	SRL 517050	0.0%	100.0%		0.0%	100.0%	
15	SRL WW812030	0.0%	100.0%		0.0%	100.0%	
16	SRL DW517060	0.0%	100.0%		0.0%	100.0%	
17	Water Impact Fees	40.4%	59.6%		\$156,552,131	\$230,727,226	
18	Base Year Water CIP	65.6%	34.4%		\$8,665,123	\$4,547,652	
19	Weighted Total Water CIP	65.6%	34.4%		\$56,270,632	\$29,532,096	
20	Weighted Total Water O&M	56.9%	43.1%		\$22,111,767	\$16,730,633	
21	N/A	0.0%	0.0%		0	0	

(1) Water System Impact Fee allocation based upon allocation of the impact fees to Treatment and Supply (Regional/Retail Cost Pool) and Transmission and Pumping and Storage (Retail Only Cost Pool).

Schedule 7 of 10

Service Allocation - Capital Improvement Program (CIP)

A		B	C	D	E	F	G
Project Description		Total 5-Year	Allocation Factor	Water	Sewer/ Reuse	5-Year Water CIP	5-Year Sewer/ Reuse CIP
1	1515 Field Services						
2	Meter reading Hand Held Utility Usage Reading Capture Devices	\$ 108,830	Water Only	100%	0%	\$ 108,830	\$ -
3	4020 Dyal Plant						
4	FY2021 SCADA Design Programming (Water Capital Project)	\$ 50,648	Water Only	100%	0%	\$ 50,648	\$ -
5	New gas generator, transfer switch and pad	\$ 20,257	Water Only	100%	0%	\$ 20,257	\$ -
6	Replace Champion Grader Model 710A	\$ 131,670	Water Only	100%	0%	\$ 131,670	\$ -
7	Replace Slope Mower	\$ 89,709	Water Only	100%	0%	\$ 89,709	\$ -
8	Replacement of vehicle #03 (2008 Ford F250)	\$ 38,671	Water Only	100%	0%	\$ 38,671	\$ -
9	Replacement of vehicle #121 (2007 Ford F250 UTILITY)	\$ 38,671	Water Only	100%	0%	\$ 38,671	\$ -
10	Replacement of vehicle #130 (2010 Ford F250 UTILITY)	\$ 39,956	Water Only	100%	0%	\$ 39,956	\$ -
11	Replacement of vehicle #23 (2009 Ford F250 UTILITY)	\$ 39,956	Water Only	100%	0%	\$ 39,956	\$ -
12	Replacement of vehicle #47 (1996 Ford LNT8000)	\$ 280,475	Water Only	100%	0%	\$ 280,475	\$ -
13	Replacement of vehicle #78 (2004 Ford F250 UTILITY)	\$ 38,671	Water Only	100%	0%	\$ 38,671	\$ -
14	Replacement of vehicle #94 (2005 Ford F250 UTILITY)	\$ 38,671	Water Only	100%	0%	\$ 38,671	\$ -
15	4025 Water Field Operations						
16	Fortenberry / Plumosa Intersection Impro	\$ 49,443	Water Only	100%	0%	\$ 49,443	\$ -
17	New cement mixer and dispenser (2017 Cemen Tech Volumetri	\$ 31,977	Water Only	100%	0%	\$ 31,977	\$ -
18	New vehicle (2017 Ford F250)	\$ 15,868	Water Only	100%	0%	\$ 15,868	\$ -
19	New vehicle (2017 Ford F450)	\$ 33,231	Water Only	100%	0%	\$ 33,231	\$ -
20	New Vehicle (2017 Ford Transit VAN) 1 of 4	\$ 12,058	Water Only	100%	0%	\$ 12,058	\$ -
21	New Vehicle (2017 Ford Transit VAN) 2 of 4	\$ 12,058	Water Only	100%	0%	\$ 12,058	\$ -
22	New Vehicle (2017 Ford Transit VAN) 3 of 4	\$ 12,058	Water Only	100%	0%	\$ 12,058	\$ -
23	New Vehicle (2017 Ford Transit VAN) 4 of 4	\$ 12,058	Water Only	100%	0%	\$ 12,058	\$ -
24	New Vehicle (2017 McLaughlin VX50-500 Hydro Excavator)	\$ 43,408	Water Only	100%	0%	\$ 43,408	\$ -
25	Replacement of vehicle #06 (2008 Ford F550 SD)	\$ 33,810	Water Only	100%	0%	\$ 33,810	\$ -
26	Replacement of vehicle #07 (2008 Ford F550 SD)	\$ 33,231	Water Only	100%	0%	\$ 33,231	\$ -
27	Replacement of vehicle #08 (2008 Ford F550 SD)	\$ 33,231	Water Only	100%	0%	\$ 33,231	\$ -
28	Replacement of vehicle #104 (2008 Ford F550 SD)	\$ 17,255	Water Only	100%	0%	\$ 17,255	\$ -
29	Replacement of vehicle #106 (2008 Ford F450 Dump)	\$ 84,030	Water Only	100%	0%	\$ 84,030	\$ -
30	Replacement of vehicle #108 (2003 Chevy 3500HD)	\$ 49,767	Water Only	100%	0%	\$ 49,767	\$ -
31	Replacement of vehicle #13 (2006 Ford F250 UTILITY)	\$ 17,255	Water Only	100%	0%	\$ 17,255	\$ -
32	Replacement of vehicle #15 (2009 Ford F250 UTILITY)	\$ 42,744	Water Only	100%	0%	\$ 42,744	\$ -
33	Replacement of vehicle #171 (2001 Ford F450 Dump)	\$ 33,231	Water Only	100%	0%	\$ 33,231	\$ -
34	Replacement of vehicle #174 (2009 Ford F250 Utility)	\$ 42,744	Water Only	100%	0%	\$ 42,744	\$ -
35	Replacement of vehicle #25 (2008 Ford F550 SD)	\$ 82,396	Water Only	100%	0%	\$ 82,396	\$ -
36	Replacement of vehicle #29 (2002 Ford F450 Dump)	\$ 79,543	Water Only	100%	0%	\$ 79,543	\$ -
37	Replacement of vehicle #32 (2002 Ford F450 Dump)	\$ 80,665	Water Only	100%	0%	\$ 80,665	\$ -
38	Replacement of vehicle #52 (2011 Ford F250 UTILITY)	\$ 42,156	Water Only	100%	0%	\$ 42,156	\$ -
39	Replacement of vehicle #55 (2009 Ford F250 UTILITY)	\$ 43,137	Water Only	100%	0%	\$ 43,137	\$ -
40	Replacement of vehicle #80 (2006 Ford F350)	\$ 18,762	Water Only	100%	0%	\$ 18,762	\$ -
41	Replacement of vehicle #92 (2008 Ford F350 Utility)	\$ 87,853	Water Only	100%	0%	\$ 87,853	\$ -

Schedule 7 of 10

Service Allocation - Capital Improvement Program (CIP)

A		B	C	D	E	F	G
Project Description		Total 5-Year	Allocation Factor	Water	Sewer/ Reuse	5-Year Water CIP	5-Year Sewer/ Reuse CIP
42	4055 Engineering						
43	14" AC Raw Water Pipeline Upgrade and Well 17 Area Isoaltion	\$ 2,682,712	Water Only	100%	0%	\$ 2,682,712	\$ -
44	Capital Plan Update	\$ 451,440	Weighted 5-Year CIP	88%	12%	\$ 398,232	\$ 53,208
45	DS-31 Chase Hammock Rd Looping - Construction	\$ 1,014,144	Water Only	100%	0%	\$ 1,014,144	\$ -
46	DS-39 Merritt Island In-line Booster Pump Station	\$ 1,565,651	Water Only	100%	0%	\$ 1,565,651	\$ -
47	DS-49 East Peachtree Pipeline	\$ 178,780	Water Only	100%	0%	\$ 178,780	\$ -
48	DS-51 Florida Ave WM Replacement / Complete Streets	\$ 820,940	Water Only	100%	0%	\$ 820,940	\$ -
49	DS-53 Indian River Water Main Replacement	\$ 24,115	Water Only	100%	0%	\$ 24,115	\$ -
50	DS-56 Banana River Tank Improvements	\$ 4,999,916	Water Only	100%	0%	\$ 4,999,916	\$ -
51	DS-60 Banana River and Viera Pump Station Improvements - D	\$ 73,959	Water Only	100%	0%	\$ 73,959	\$ -
52	DS-63 Marlin Manor Pipeline Improvements	\$ 2,288,675	Water Only	100%	0%	\$ 2,288,675	\$ -
53	Dyal Chemical Conversion & Reliability Improvement Project	\$ 9,237,327	Water Only	100%	0%	\$ 9,237,327	\$ -
54	Fiber Optic Cable from Dyal WTP to Wewa WTP	\$ 1,313,790	Water Only	100%	0%	\$ 1,313,790	\$ -
55	Fiber Optic Cable from Police Department to Dyal WTP	\$ 332,792	Water Only	100%	0%	\$ 332,792	\$ -
56	Force Main Repairs	\$ 224,541	Water Only	100%	0%	\$ 224,541	\$ -
57	FY2017 SCADA Design Programming (Clearwell)	\$ 28,938	Water Only	100%	0%	\$ 28,938	\$ -
58	FY2018 SCADA Design Programming (CCRIP, Sulfurator, Port C	\$ 141,048	Water Only	100%	0%	\$ 141,048	\$ -
59	FY2019 SCADA Design Programming (HSP Diesel Gen, HSP V	\$ 68,546	Water Only	100%	0%	\$ 68,546	\$ -
60	FY2020 SCADA Design Programming (Water Capital Project)	\$ 134,628	Water Only	100%	0%	\$ 134,628	\$ -
61	Gravity Sewer Replacement Project	\$ 303,854	Sewer / Reuse Only	0%	100%	\$ -	\$ 303,854
62	LCP 1 Relocation	\$ 224,380	Sewer / Reuse Only	0%	100%	\$ -	\$ 224,380
63	Lift Station 1 Replacement	\$ 799,698	Sewer / Reuse Only	0%	100%	\$ -	\$ 799,698
64	Lift Station 17 Replacement	\$ 337,616	Sewer / Reuse Only	0%	100%	\$ -	\$ 337,616
65	Lift Station 19 Replacement	\$ 822,782	Sewer / Reuse Only	0%	100%	\$ -	\$ 822,782
66	Lift Station Control Panel Replacement Project 1	\$ 228,485	Sewer / Reuse Only	0%	100%	\$ -	\$ 228,485
67	Lift Station Control Panel Replacement Project 2	\$ 448,760	Sewer / Reuse Only	0%	100%	\$ -	\$ 448,760
68	Lift Station Control Panel Replacement Project 3	\$ 337,653	Sewer / Reuse Only	0%	100%	\$ -	\$ 337,653
69	Lift Station Wetwell Rehabilitation	\$ 235,080	Sewer / Reuse Only	0%	100%	\$ -	\$ 235,080
70	Michigan Ave. Force Main (New Pipe)	\$ 753,472	Water Only	100%	0%	\$ 753,472	\$ -
71	Package System PLC Upgrade - Belt Filter Press	\$ 33,762	Water Only	100%	0%	\$ 33,762	\$ -
72	Package System PLC Upgrade - Cal Flow	\$ 33,762	Water Only	100%	0%	\$ 33,762	\$ -
73	Package System PLC Upgrade - Ozone System	\$ 662,607	Water Only	100%	0%	\$ 662,607	\$ -
74	Replacement of MCC 7 & 8	\$ 560,950	Sewer / Reuse Only	0%	100%	\$ -	\$ 560,950
75	Utilities Program Management	\$ 7,149,251	Weighted 5-Year CIP	88%	12%	\$ 6,306,624	\$ 842,627
76	WS-03 Pigging and Flushing Improvements for Raw Water Pipeli	\$ 444,872	Water Only	100%	0%	\$ 444,872	\$ -
77	WS-05 54 inch Redundant Pipe to Dyal	\$ 929,351	Water Only	100%	0%	\$ 929,351	\$ -
78	WS-09 42 inch New Pipeline West of W7A to Dallas Wewa	\$ 8,540,776	Water Only	100%	0%	\$ 8,540,776	\$ -
79	WS1001 Industrial Park Pump Station Improvements	\$ 234,283	Water Only	100%	0%	\$ 234,283	\$ -
80	WS1117 System Software Upgrade at Dyal	\$ 2,101,066	Water Only	100%	0%	\$ 2,101,066	\$ -
81	WS1201 Pipe Infrastructure Assessment and Replacement	\$ 15,716,147	Water Only	100%	0%	\$ 15,716,147	\$ -
82	WS1210 Water Capital Plan - 5-year Updates	\$ 385,846	Weighted 5-Year CIP	88%	12%	\$ 340,370	\$ 45,477
83	WS1309 SR-520 Water Main Replacement	\$ 839,917	Water Only	100%	0%	\$ 839,917	\$ -
84	WS-19 Raw Water Well Rehabilitation	\$ 1,191,542	Water Only	100%	0%	\$ 1,191,542	\$ -
85	WT-02 Separation of Groundwater and Surface Water Clear Wel	\$ 3,913,117	Water Only	100%	0%	\$ 3,913,117	\$ -
86	WT-17 High Service Pump Station VFD	\$ 389,989	Water Only	100%	0%	\$ 389,989	\$ -
87	WT-51 Sulfurator	\$ 3,091,217	Water Only	100%	0%	\$ 3,091,217	\$ -
88	WT-52 Surge Tank Assessment and / or Replacement at Dyal	\$ 1,570,808	Water Only	100%	0%	\$ 1,570,808	\$ -
89	WT-54 Tier 4 Generator Improvements	\$ 3,621,325	Water Only	100%	0%	\$ 3,621,325	\$ -

Schedule 7 of 10

Service Allocation - Capital Improvement Program (CIP)

A		B	C	D	E	F	G
Project Description		Total 5-Year	Allocation Factor	Water	Sewer/ Reuse	5-Year Water CIP	5-Year Sewer/ Reuse CIP
90	WT-56 Dyal Surface Water Filters Canopy and Enclosure	\$ 509,873	Water Only	100%	0%	\$ 509,873	\$ -
91	WT-57 Dyal HSP #4 Tier 4 Diesel Engine Replacement	\$ 991,357	Water Only	100%	0%	\$ 991,357	\$ -
92	WT-62 Dyal TTHM Prevention and/or Reduction	\$ 131,645	Water Only	100%	0%	\$ 131,645	\$ -
93	WT-63 Replacement of Dyal Finished Water Steel GST	\$ 718,016	Water Only	100%	0%	\$ 718,016	\$ -
94	WT-CO Ozone Improvements (Generator Replacement, Chiller F	\$ 5,247,947	Water Only	100%	0%	\$ 5,247,947	\$ -
95	4120 Water Reclamation						
96	Bracco Pond Aeration	\$ 224,918	Sewer / Reuse Only	0%	100%	\$ -	\$ 224,918
97	Bracco Pond Interconnect	\$ 43,408	Sewer / Reuse Only	0%	100%	\$ -	\$ 43,408
98	CMMS Update and Electronic O&M Manual	\$ 48,231	Sewer / Reuse Only	0%	100%	\$ -	\$ 48,231
99	Jerry Sellers WRF Generator Stack Replacement	\$ 36,173	Sewer / Reuse Only	0%	100%	\$ -	\$ 36,173
100	Mud Lake Wetlands	\$ 1,090,069	Sewer / Reuse Only	0%	100%	\$ -	\$ 1,090,069
101	Replacement of vehicle #42 (2006 Ford E250 VAN)	\$ 34,544	Sewer / Reuse Only	0%	100%	\$ -	\$ 34,544
102	Valve Identification Project	\$ 28,938	Sewer / Reuse Only	0%	100%	\$ -	\$ 28,938
103	Water Reclamation Fleet E250 Van	\$ 34,544	Sewer / Reuse Only	0%	100%	\$ -	\$ 34,544
104	4125 Sewer Field Operations						
105	CIPP Rehabilitation Phase 2	\$ 192,923	Sewer / Reuse Only	0%	100%	\$ -	\$ 192,923
106	CIPP Rehabilitation Phase 3	\$ 470,161	Sewer / Reuse Only	0%	100%	\$ -	\$ 470,161
107	CIPP Rehabilitation Phase 4	\$ 456,970	Sewer / Reuse Only	0%	100%	\$ -	\$ 456,970
108	CIPP Rehabilitation Phase 5	\$ 448,760	Sewer / Reuse Only	0%	100%	\$ -	\$ 448,760
109	CIPP Rehabilitation Phase 6	\$ 337,653	Sewer / Reuse Only	0%	100%	\$ -	\$ 337,653
110	Electrical Wire and Conduit Replacement	\$ 192,923	Sewer / Reuse Only	0%	100%	\$ -	\$ 192,923
111	Jerry Sellers WRF Flow Improvements	\$ 482,308	Sewer / Reuse Only	0%	100%	\$ -	\$ 482,308
112	Lift Station 4 Replacement	\$ 38,585	Sewer / Reuse Only	0%	100%	\$ -	\$ 38,585
113	Lift Station Mechanical Improvements	\$ 610,431	Sewer / Reuse Only	0%	100%	\$ -	\$ 610,431
114	Replacement of MCC 1-6	\$ 192,923	Sewer / Reuse Only	0%	100%	\$ -	\$ 192,923
115	Replacement of vehicle #53 (2009 Ford F250 UTILITY)	\$ 32,161	Sewer / Reuse Only	0%	100%	\$ -	\$ 32,161
116	Replacement of vehicle #54 (2005 Ford E250 VAN)	\$ 17,078	Sewer / Reuse Only	0%	100%	\$ -	\$ 17,078
117	Replacement of vehicle #85 (2001 Ford F450 DUMP)	\$ 64,070	Sewer / Reuse Only	0%	100%	\$ -	\$ 64,070
118	RTU Replacement	\$ 714,925	Sewer / Reuse Only	0%	100%	\$ -	\$ 714,925
119	Sewer Cleaning	\$ 96,462	Sewer / Reuse Only	0%	100%	\$ -	\$ 96,462
120	WFO Sewer E250 Van	\$ 17,078	Sewer / Reuse Only	0%	100%	\$ -	\$ 17,078
121	WFO Sewer F250 Utility Ford	\$ 32,161	Sewer / Reuse Only	0%	100%	\$ -	\$ 32,161
122	WFO Sewer F450 Dump Ford	\$ 64,070	Sewer / Reuse Only	0%	100%	\$ -	\$ 64,070
123	WFO Sewer GU813 Mack	\$ 221,051	Sewer / Reuse Only	0%	100%	\$ -	\$ 221,051
124	UNSPECIFIED FUTURE PROJECTS	\$ -	Sewer / Reuse Only	0%	100%	\$ -	\$ -
Total		\$ 97,266,813				\$ 85,802,728	\$ 11,464,085

Schedule 8 of 10

Customer Class Allocation - Capital Improvement Program (CIP)

A		B	C	D	E	F	G
Project Description		5-Year Water CIP	Allocation Factor	Regional/ Retail	Retail Only	5-Year Regional/ Retail CIP	5-Year Retail Only CIP
1	1515 Field Services						
2	Meter reading Hand Held Utility Usage Reading Capture Devices	\$ 108,830	Retail Only	0%	100%	\$ -	\$ 108,830.49
3	4020 Dyal Plant						
4	FY2021 SCADA Design Programming (Water Capital Project)	\$ 50,648	Regional / Retail	100%	0%	\$ 50,648	\$ -
5	New gas generator, transfer switch and pad	\$ 20,257	Regional / Retail	100%	0%	\$ 20,257	\$ -
6	Replace Champion Grader Model 710A	\$ 131,670	Regional / Retail	100%	0%	\$ 131,670	\$ -
7	Replace Slope Mower	\$ 89,709	Regional / Retail	100%	0%	\$ 89,709	\$ -
8	Replacement of vehicle #03 (2008 Ford F250)	\$ 38,671	Regional / Retail	100%	0%	\$ 38,671	\$ -
9	Replacement of vehicle #121 (2007 Ford F250 UTILITY)	\$ 38,671	Regional / Retail	100%	0%	\$ 38,671	\$ -
10	Replacement of vehicle #130 (2010 Ford F250 UTILITY)	\$ 39,956	Regional / Retail	100%	0%	\$ 39,956	\$ -
11	Replacement of vehicle #23 (2009 Ford F250 UTILITY)	\$ 39,956	Regional / Retail	100%	0%	\$ 39,956	\$ -
12	Replacement of vehicle #47 (1996 Ford LNT8000)	\$ 280,475	Regional / Retail	100%	0%	\$ 280,475	\$ -
13	Replacement of vehicle #78 (2004 Ford F250 UTILITY)	\$ 38,671	Regional / Retail	100%	0%	\$ 38,671	\$ -
14	Replacement of vehicle #94 (2005 Ford F250 UTILITY)	\$ 38,671	Regional / Retail	100%	0%	\$ 38,671	\$ -
15	4025 Water Field Operations						
16	Fortenberry / Plumosa Intersection Impro	\$ 49,443	Retail Only	0%	100%	\$ -	\$ 49,443
17	New cement mixer and dispenser (2017 Cemen Tech Volumetric Mix)	\$ 31,977	Retail Only	0%	100%	\$ -	\$ 31,977
18	New vehicle (2017 Ford F250)	\$ 15,868	Retail Only	0%	100%	\$ -	\$ 15,868
19	New vehicle (2017 Ford F450)	\$ 33,231	Retail Only	0%	100%	\$ -	\$ 33,231
20	New Vehicle (2017 Ford Transit VAN) 1 of 4	\$ 12,058	Retail Only	0%	100%	\$ -	\$ 12,058
21	New Vehicle (2017 Ford Transit VAN) 2 of 4	\$ 12,058	Retail Only	0%	100%	\$ -	\$ 12,058
22	New Vehicle (2017 Ford Transit VAN) 3 of 4	\$ 12,058	Retail Only	0%	100%	\$ -	\$ 12,058
23	New Vehicle (2017 Ford Transit VAN) 4 of 4	\$ 12,058	Retail Only	0%	100%	\$ -	\$ 12,058
24	New Vehicle (2017 McLaughlin VX50-500 Hydro Excavator)	\$ 43,408	Retail Only	0%	100%	\$ -	\$ 43,408
25	Replacement of vehicle #06 (2008 Ford F550 SD)	\$ 33,810	Retail Only	0%	100%	\$ -	\$ 33,810
26	Replacement of vehicle #07 (2008 Ford F550 SD)	\$ 33,231	Retail Only	0%	100%	\$ -	\$ 33,231
27	Replacement of vehicle #08 (2008 Ford F550 SD)	\$ 33,231	Retail Only	0%	100%	\$ -	\$ 33,231
28	Replacement of vehicle #104 (2008 Ford F550 SD)	\$ 17,255	Retail Only	0%	100%	\$ -	\$ 17,255
29	Replacement of vehicle #106 (2008 Ford F450 Dump)	\$ 84,030	Retail Only	0%	100%	\$ -	\$ 84,030
30	Replacement of vehicle #108 (2003 Chevy 3500HD)	\$ 49,767	Retail Only	0%	100%	\$ -	\$ 49,767
31	Replacement of vehicle #13 (2006 Ford F250 UTILITY)	\$ 17,255	Retail Only	0%	100%	\$ -	\$ 17,255
32	Replacement of vehicle #15 (2009 Ford F250 UTILITY)	\$ 42,744	Retail Only	0%	100%	\$ -	\$ 42,744
33	Replacement of vehicle #171 (2001 Ford F450 Dump)	\$ 33,231	Retail Only	0%	100%	\$ -	\$ 33,231
34	Replacement of vehicle #174 (2009 Ford F250 Utility)	\$ 42,744	Retail Only	0%	100%	\$ -	\$ 42,744
35	Replacement of vehicle #25 (2008 Ford F550 SD)	\$ 82,396	Retail Only	0%	100%	\$ -	\$ 82,396
36	Replacement of vehicle #29 (2002 Ford F450 Dump)	\$ 79,543	Retail Only	0%	100%	\$ -	\$ 79,543
37	Replacement of vehicle #32 (2002 Ford F450 Dump)	\$ 80,665	Retail Only	0%	100%	\$ -	\$ 80,665
38	Replacement of vehicle #52 (2011 Ford F250 UTILITY)	\$ 42,156	Retail Only	0%	100%	\$ -	\$ 42,156
39	Replacement of vehicle #55 (2009 Ford F250 UTILITY)	\$ 43,137	Retail Only	0%	100%	\$ -	\$ 43,137
40	Replacement of vehicle #80 (2006 Ford F350)	\$ 16,762	Retail Only	0%	100%	\$ -	\$ 16,762
41	Replacement of vehicle #92 (2008 Ford F350 Utility)	\$ 87,853	Retail Only	0%	100%	\$ -	\$ 87,853

A		B	C	D	E	F	G
Project Description		5-Year Water CIP	Allocation Factor	Regional/ Retail	Retail Only	5-Year Regional/ Retail CIP	5-Year Retail Only CIP
42	4055 Engineering						
43	14" AC Raw Water Pipeline Upgrade and Well 17 Area Isoaltion Valve:	\$ 2,682,712	Regional / Retail	100%	0%	\$ 2,682,712	\$ -
44	Capital Plan Update	\$ 398,232	Retail Only	0%	100%	\$ -	\$ 398,232
45	DS-31 Chase Hammock Rd Looping - Construction	\$ 1,014,144	Retail Only	0%	100%	\$ -	\$ 1,014,144
46	DS-39 Merritt Island In-line Booster Pump Station	\$ 1,565,651	Retail Only	0%	100%	\$ -	\$ 1,565,651
47	DS-49 East Peachtree Pipeline	\$ 178,780	Retail Only	0%	100%	\$ -	\$ 178,780
48	DS-51 Florida Ave WM Replacement / Complete Streets	\$ 820,940	Retail Only	0%	100%	\$ -	\$ 820,940
49	DS-53 Indian River Water Main Replacement	\$ 24,115	Retail Only	0%	100%	\$ -	\$ 24,115
50	DS-56 Banana River Tank Improvements	\$ 4,999,916	Retail Only	0%	100%	\$ -	\$ 4,999,916
51	DS-60 Banana River and Viera Pump Station Improvements - Design	\$ 73,959	Retail Only	0%	100%	\$ -	\$ 73,959
52	DS-63 Marlin Manor Pipeline Improvements	\$ 2,288,675	Retail Only	0%	100%	\$ -	\$ 2,288,675
53	Dyal Chemical Conversion & Reliability Improvement Project	\$ 9,237,327	Regional / Retail	100%	0%	\$ 9,237,327	\$ -
54	Fiber Optic Cable from Dyal WTP to Wewa WTP	\$ 1,313,790	Regional / Retail	100%	0%	\$ 1,313,790	\$ -
55	Fiber Optic Cable from Police Department to Dyal WTP	\$ 332,792	Regional / Retail	100%	0%	\$ 332,792	\$ -
56	Force Main Repairs	\$ 224,541	Retail Only	0%	100%	\$ -	\$ 224,541
57	FY2017 SCADA Design Programming (Clearwell)	\$ 28,938	Regional / Retail	100%	0%	\$ 28,938	\$ -
58	FY2018 SCADA Design Programming (CCRIP, Sulfurator, Port GST, N	\$ 141,048	Regional / Retail	100%	0%	\$ 141,048	\$ -
59	FY2019 SCADA Design Programming (HSP Diesel Gen, HSP VFD)	\$ 68,546	Regional / Retail	100%	0%	\$ 68,546	\$ -
60	FY2020 SCADA Design Programming (Water Capital Project)	\$ 134,628	Regional / Retail	100%	0%	\$ 134,628	\$ -
61	Gravity Sewer Replacement Project	\$ -	N/A	0%	0%	\$ -	\$ -
62	LCP 1 Relocation	\$ -	N/A	0%	0%	\$ -	\$ -
63	Lift Station 1 Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
64	Lift Station 17 Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
65	Lift Station 19 Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
66	Lift Station Control Panel Replacement Project 1	\$ -	N/A	0%	0%	\$ -	\$ -
67	Lift Station Control Panel Replacement Project 2	\$ -	N/A	0%	0%	\$ -	\$ -
68	Lift Station Control Panel Replacement Project 3	\$ -	N/A	0%	0%	\$ -	\$ -
69	Lift Station Wetwell Rehabilitation	\$ -	N/A	0%	0%	\$ -	\$ -
70	Michigan Ave. Force Main (New Pipe)	\$ 753,472	Regional / Retail	100%	0%	\$ 753,472	\$ -
71	Package System PLC Upgrade - Belt Filter Press	\$ 33,762	Regional / Retail	100%	0%	\$ 33,762	\$ -
72	Package System PLC Upgrade - Cal Flow	\$ 33,762	Regional / Retail	100%	0%	\$ 33,762	\$ -
73	Package System PLC Upgrade - Ozone System	\$ 662,607	Regional / Retail	100%	0%	\$ 662,607	\$ -
74	Replacement of MCC 7 & 8	\$ -	N/A	0%	0%	\$ -	\$ -
75	Utilities Program Management	\$ 6,306,624	Regional / Retail	100%	0%	\$ 6,306,624	\$ -
76	WS-03 Piggling and Flushing Improvements for Raw Water Pipelines	\$ 444,872	Regional / Retail	100%	0%	\$ 444,872	\$ -
77	WS-05 54 inch Redundant Pipe to Dyal	\$ 929,351	Regional / Retail	100%	0%	\$ 929,351	\$ -
78	WS-09 42 inch New Pipeline West of W7A to Dallas Wewa	\$ 8,540,776	Regional / Retail	100%	0%	\$ 8,540,776	\$ -
79	WS1001 Industrial Park Pump Station Improvements	\$ 234,283	Retail Only	0%	100%	\$ -	\$ 234,283
80	WS1117 System Software Upgrade at Dyal	\$ 2,101,066	Regional / Retail	100%	0%	\$ 2,101,066	\$ -
81	WS1201 Pipe Infrastructure Assessment and Replacement	\$ 15,716,147	Retail Only	0%	100%	\$ -	\$ 15,716,147
82	WS1210 Water Capital Plan - 5-year Updates	\$ 340,370	Regional / Retail	100%	0%	\$ 340,370	\$ -
83	WS1309 SR-520 Water Main Replacement	\$ 839,917	Retail Only	0%	100%	\$ -	\$ 839,917
84	WS-19 Raw Water Well Rehabilitation	\$ 1,191,542	Regional / Retail	100%	0%	\$ 1,191,542	\$ -
85	WT-02 Separation of Groundwater and Surface Water Clear Well	\$ 3,913,117	Regional / Retail	100%	0%	\$ 3,913,117	\$ -
86	WT-17 High Service Pump Station VFD	\$ 389,989	Regional / Retail	100%	0%	\$ 389,989	\$ -
87	WT-51 Sulfurator	\$ 3,091,217	Regional / Retail	100%	0%	\$ 3,091,217	\$ -

Schedule 8 of 10

Customer Class Allocation - Capital Improvement Program (CIP)

A		B	C	D	E	F	G
Project Description		5-Year Water CIP	Allocation Factor	Regional/ Retail	Retail Only	5-Year Regional/ Retail CIP	5-Year Retail Only CIP
88	WT-52 Surge Tank Assessment and / or Replacement at Dyal	\$ 1,570,808	Regional / Retail	100%	0%	\$ 1,570,808	\$ -
89	WT-54 Tier 4 Generator Improvements	\$ 3,621,325	Regional / Retail	100%	0%	\$ 3,621,325	\$ -
90	WT-56 Dyal Surface Water Filters Canopy and Enclosure	\$ 509,873	Regional / Retail	100%	0%	\$ 509,873	\$ -
91	WT-57 Dyal HSP #4 Tier 4 Diesel Engine Replacement	\$ 991,357	Regional / Retail	100%	0%	\$ 991,357	\$ -
92	WT-62 Dyal TTHM Prevention and/or Reduction	\$ 131,645	Regional / Retail	100%	0%	\$ 131,645	\$ -
93	WT-63 Replacement of Dyal Finished Water Steel GST	\$ 718,016	Regional / Retail	100%	0%	\$ 718,016	\$ -
94	WT-CO Ozone Improvements (Generator Replacement, Chiller Replac	\$ 5,247,947	Regional / Retail	100%	0%	\$ 5,247,947	\$ -
95	4120 Water Reclamation						
96	Bracco Pond Aeration	\$ -	N/A	0%	0%	\$ -	\$ -
97	Bracco Pond Interconnect	\$ -	N/A	0%	0%	\$ -	\$ -
98	CMMS Update and Electronic O&M Manual	\$ -	N/A	0%	0%	\$ -	\$ -
99	Jerry Sellers WRF Generator Stack Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
100	Mud Lake Wetlands	\$ -	N/A	0%	0%	\$ -	\$ -
101	Replacement of vehicle #42 (2006 Ford E250 VAN)	\$ -	N/A	0%	0%	\$ -	\$ -
102	Valve Identification Project	\$ -	N/A	0%	0%	\$ -	\$ -
103	Water Reclamation Fleet E250 Van	\$ -	N/A	0%	0%	\$ -	\$ -
104	4125 Sewer Field Operations						
105	CIPP Rehabilitation Phase 2	\$ -	N/A	0%	0%	\$ -	\$ -
106	CIPP Rehabilitation Phase 3	\$ -	N/A	0%	0%	\$ -	\$ -
107	CIPP Rehabilitation Phase 4	\$ -	N/A	0%	0%	\$ -	\$ -
108	CIPP Rehabilitation Phase 5	\$ -	N/A	0%	0%	\$ -	\$ -
109	CIPP Rehabilitation Phase 6	\$ -	N/A	0%	0%	\$ -	\$ -
110	Electrical Wire and Conduit Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
111	Jerry Sellers WRF Flow Improvements	\$ -	N/A	0%	0%	\$ -	\$ -
112	Lift Station 4 Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
113	Lift Station Mechanical Improvements	\$ -	N/A	0%	0%	\$ -	\$ -
114	Replacement of MCC 1-6	\$ -	N/A	0%	0%	\$ -	\$ -
115	Replacement of vehicle #53 (2009 Ford F250 UTILITY)	\$ -	N/A	0%	0%	\$ -	\$ -
116	Replacement of vehicle #54 (2005 Ford E250 VAN)	\$ -	N/A	0%	0%	\$ -	\$ -
117	Replacement of vehicle #85 (2001 Ford F450 DUMP)	\$ -	N/A	0%	0%	\$ -	\$ -
118	RTU Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
119	Sewer Cleaning	\$ -	N/A	0%	0%	\$ -	\$ -
120	WFO Sewer E250 Van	\$ -	N/A	0%	0%	\$ -	\$ -
121	WFO Sewer F250 Utility Ford	\$ -	N/A	0%	0%	\$ -	\$ -
122	WFO Sewer F450 Dump Ford	\$ -	N/A	0%	0%	\$ -	\$ -
123	WFO Sewer GU813 Mack	\$ -	N/A	0%	0%	\$ -	\$ -
124	UNSPECIFIED FUTURE PROJECTS	\$ -	N/A	0%	0%	\$ -	\$ -
Total		\$ 85,802,728				\$ 56,270,632	\$ 29,532,096

Schedule 9 of 10

Cocoa Existing Debt Service Allocations

A		B	C	D	E	F	G	H
		Base Year Actuals	Service Allocation		Water	Customer Allocation		Regional/ Retail
			Water	Sewer/ Reuse		Regional/ Retail	Retail Only	
1	Existing Senior-Lien Debt Service							
2	Series 1999 Bond - Principal	\$ 1,170,000	96.4%	3.6%	\$ 1,128,355	94.8%	5.2%	\$ 1,070,010
3	Series 1999 Bond - Interest	\$ 194,250	96.4%	3.6%	\$ 187,336	94.8%	5.2%	\$ 177,649
4	Series 2003 - Principal	\$ 1,250,000	96.5%	3.5%	\$ 1,206,537	94.9%	5.1%	\$ 1,145,591
5	Series 2003 - Interest	\$ 640,275	96.5%	3.5%	\$ 618,012	94.9%	5.1%	\$ 586,795
6	Series 2009A Bonds - Principal	\$ -	93.5%	6.5%	\$ -	51.0%	49.0%	\$ -
7	Series 2009A Bonds - Interest	\$ 440,969	93.5%	6.5%	\$ 412,449	51.0%	49.0%	\$ 210,421
8	Series 2009B Bonds - Principal	\$ -	96.4%	3.6%	\$ -	94.8%	5.2%	\$ -
9	Series 2009B Bonds - Interest	\$ 590,750	96.4%	3.6%	\$ 569,723	94.8%	5.2%	\$ 540,264
10	Series 2010 BAB - Principal	\$ -	100.0%	0.0%	\$ -	47.2%	52.8%	\$ -
11	Series 2010 BAB - Interest	\$ 1,866,313	100.0%	0.0%	\$ 1,866,313	47.2%	52.8%	\$ 880,993
12	Series 2010 BAB - Subsidy	\$ (595,374)	100.0%	0.0%	\$ (595,374)	47.2%	52.8%	\$ (281,046)
13	Subtotal:	\$ 5,557,183			\$ 5,393,351	97.05%		\$ 4,330,677
14	Existing SRL Debt Service							
15	SRL 517010 - Principal	\$ 295,504	100.0%	0.0%	\$ 295,504	0.0%	100.0%	\$ -
16	SRL 517010 - Interest	\$ 65,279	100.0%	0.0%	\$ 65,279	0.0%	100.0%	\$ -
17	SRL 517020 - Principal	\$ 230,751	100.0%	0.0%	\$ 230,751	0.0%	100.0%	\$ -
18	SRL 517020 - Interest	\$ 62,334	100.0%	0.0%	\$ 62,334	0.0%	100.0%	\$ -
19	SRL 517030 - Principal	\$ 521,267	100.0%	0.0%	\$ 521,267	0.0%	100.0%	\$ -
20	SRL 517030 - Interest	\$ 149,922	100.0%	0.0%	\$ 149,922	0.0%	100.0%	\$ -
21	SRL 202P - Principal	\$ 161,870	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -
22	SRL 202P - Interest	\$ 33,465	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -
23	SRL 517040 - Principal	\$ 99,534	100.0%	0.0%	\$ 99,534	0.0%	100.0%	\$ -
24	SRL 517040 - Interest	\$ 51,878	100.0%	0.0%	\$ 51,878	0.0%	100.0%	\$ -
25	SRL - 517050 - Principal	\$ 284,707	100.0%	0.0%	\$ 284,707	0.0%	100.0%	\$ -
26	SRL - 517050 - Interest	\$ 144,585	100.0%	0.0%	\$ 144,585	0.0%	100.0%	\$ -
27	SRL WW812030 - Principal	\$ 257,294	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -
28	SRL WW812030 - Interest	\$ 143,030	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -
29	SRL DW517060 - Principal	\$ 5,269	100.0%	0.0%	\$ 5,269	0.0%	100.0%	\$ -
30	SRL DW517060 - Interest	\$ 2,799	100.0%	0.0%	\$ 2,799	0.0%	100.0%	\$ -
31	Subtotal:	\$ 2,509,489			\$ 1,913,829			\$ -
32	Total:	\$ 8,066,672			\$ 7,307,180			\$ 4,330,677

Schedule 9 of 10

Cocoa Existing Debt Service Allocations

	A	B	C	D	E	F	G	H
33	Bond Funded Capital Investment (Prior To Series 2009)		Total Proceeds	Regional/ Retail	Retail Only	Regional/ Retail		
34	Series 1993B:							
35	Dyal WTP Improvements	WA	\$ 5,800,000	100%	0%	\$ 5,800,000		
36	Wewahootee WTP Improvements	WA	\$ 4,800,000	100%	0%	\$ 4,800,000		
37	Taylor Creek Reservoir	WA	\$ 1,100,000	100%	0%	\$ 1,100,000		
38	Water Main Relocation	WA	\$ 800,000	0%	100%	\$ -		
39	Reuse System - Storage	RW	\$ 1,000,000	0%	100%	\$ -		
40	Reuse System - Expansion	RW	\$ 467,000	0%	100%	\$ -		
41	Sewer System - Expansion	WW	\$ 300,000	0%	100%	\$ -		
42	Additional Water Wells	WA	\$ 2,000,000	100%	0%	\$ 2,000,000		
43	Series 1997:							
44	DYAL WTP Expansion And Intake Structure	WA	\$ 30,670,750	100%	0%	\$ 30,670,750		
45	ASR Well Expansion	WA	\$ 1,305,000	100%	0%	\$ 1,305,000		
46	Reactor Clarifier Rehabilitation	WA	\$ 1,401,000	100%	0%	\$ 1,401,000		
47	Series 2003 Refunding:							
48	DYAL WTP - Underdrain Improvements	WA	\$ 1,175,035	100%	0%	\$ 1,175,035		
49	Total Bond Funded Capital Investment (Prior To Series 2009)		\$ 50,818,785			\$ 48,251,785		
50	Historical Capital Investment Allocation (Prior To Series 2009)		2003 & 2009C	Regional/ Retail	Retail Only			
51	Water	WA	96.5%	\$ 48,251,785	\$ 2,567,000			
52	Reclaimed Water	RW	2.9%					
53	Sewer	WW	0.6%					
54	Total Bond Funded Capital Investment Alloc (Prior To Series 2009)		100.0%	94.95%	5.05%			
55	Historical Capital Investment Allocation (Prior To Series 2009)		1999 & 2009B	Regional/ Retail	Retail Only			
56	Water	WA	96.4%	\$ 47,076,750	\$ 2,567,000			
57	Reclaimed Water	RW	3.0%					
58	Sewer	WW	0.6%					
59	Total Bond Funded Capital Investment Alloc (Prior To Series 2009)		100.0%	94.83%	5.17%			

Schedule 9 of 10

Cocoa Existing Debt Service Allocations

	A	B	C	D	E	F	G	H
60	Historical Capital Investment (Series 2009A):		2009A	Regional/ Retail	Retail Only	Regional/ Retail		
61	Series 2009A:							
62	New UT Building (Water Facility Operations)	WA	\$ 6,779,295	57%	43%	\$ 3,859,241		
63	Clearlake Terrace Water Main	WA	\$ 165,645	0%	100%	\$ -		
64	Refurbish Sewer Lines	WW	\$ 404,179	0%	100%	\$ -		
65	South Tropical Trail WM	WA	\$ 156,856	0%	100%	\$ -		
66	Repurpose 600 School Street	WA	\$ 2,700	0%	100%	\$ -		
67	Lab (Water Portion)	WA	\$ 668,620	57%	43%	\$ 380,624		
68	Lab (Sewer Portion)	WW	\$ 133,314	0%	100%	\$ -		
69	Total Bond Funded Capital Investment (Series 2009A)		\$ 8,310,610			\$ 4,239,866		
70	Historical Capital Investment Allocation (Series 2009A)		2009A	Regional/ Retail	Retail Only			
71	Water	WA	93.5%	\$ 4,239,866	\$ 4,070,744			
72	Reclaimed Water	RW	0.0%					
73	Sewer	WW	6.5%					
74	Total Bond Funded Capital Investment Alloc (Series 2009A)		100.0%	51.02%	48.98%			
75	Historical Capital Investment (Series 2010):		2010	Regional/ Retail	Retail Only	Regional/ Retail		
76	Series 2010:							
77	4055 Filter Screens at Dyal	WA	\$ 1,966,786	100%	0%	\$ 1,966,786		
78	4055 Liquid Oxygen System DYAL	WA	\$ 1,200,000	100%	0%	\$ 1,200,000		
79	4055 Raw Water Meters and Monitoring	WA	\$ 1,500,000	100%	0%	\$ 1,500,000		
80	4055 Raw Water Pipe in Wellfield Wewahootee Rc	WA	\$ 4,595,000	100%	0%	\$ 4,595,000		
81	4055 Space Coast Gardens	WA	\$ 800,000	0%	100%	\$ -		
82	4055 System Software Upgrade DYAL	WA	\$ 1,500,000	100%	0%	\$ 1,500,000		
83	4055 US 1 Widening - Pine to Cidco	WA	\$ 10,200,000	0%	100%	\$ -		
84	4055 Valves on S.R. 520 36" watermain	WA	\$ 1,450,000	0%	100%	\$ -		
85	4055 Wewahootee Pumps	WA	\$ 370,000	100%	0%	\$ 370,000		
86	Total Bond Funded Capital Investment (Series 2010)		\$ 23,581,786			\$ 11,131,786		
87	Historical Capital Investment Allocation (Series 2010)		2010	Regional/ Retail	Retail Only			
88	Water	WA	100.0%	\$ 11,131,786	\$ 12,450,000			
89	Reclaimed Water	RW	0.0%					
90	Sewer	WW	0.0%					
91	Total Bond Funded Capital Investment Alloc (Series 2010)		100.0%	47.21%	52.79%			

Schedule 10 of 10

Imputed Apportionment of Base Year Capital Spending to Cash and Debt Funding

	A	B	C	D	E	F	G	H	I
			5-Year CIP Budget						
			Current Year	Current Year	Current Year	Current Year	Current Year		
			+1	+2	+3	+4			
1	Base Year and 5-Year CIP from FAMS by Service	Base Year ⁽¹⁾							
2	Water	\$13,212,775	\$18,005,788	\$16,024,705	\$15,839,721	\$18,840,068	\$17,092,446		
3	Sewer/Reuse	\$1,765,356	\$2,490,520	\$2,004,448	\$2,510,625	\$2,446,649	\$2,011,844		
4	Total Base Year and 5-Year CIP from FAMS by Service	\$14,978,131	\$20,496,308	\$18,029,153	\$18,350,345	\$21,286,718	\$19,104,289		
5	Base Year and 5-Year CIP from FAMS by Funding Source							5-Year Total	
6	Cash Funded From Reserves	\$6,494,175	\$62,945	\$0	\$0	\$0	\$0	\$62,945	0.1%
7	Cash Funded From Excess Revenues	\$8,483,956	\$3,871,115	\$5,324,254	\$5,695,883	\$7,490,656	\$8,123,781	\$30,505,691	31.4%
8	Debt Funded	\$0	\$16,562,248	\$12,704,898	\$12,654,462	\$13,796,061	\$10,980,508	\$66,698,177	68.6%
9	Total Base Year and 5-Year CIP from FAMS by Service	\$14,978,131	\$20,496,308	\$18,029,153	\$18,350,345	\$21,286,718	\$19,104,289	\$97,266,813	
10	Base Year Capital Spending Allocation								
11	Base Year Actual CIP from Svc CIP Tab	\$14,978,131							
12	Average % Excess Revenue Funded Capital (5-Year)	31.4%							⁽²⁾
13	Imputed Base Year Cash Funded CIP	\$4,697,576							
14	Average % Debt Funded Capital (5-Year)	68.6%							
15	Assumed Base Year Debt Funded CIP	\$10,270,862							
16	Term	30							
17	Rate (A-Rated Bond Yields)	3.75%							
18	Imputed Base Year Annual Debt Service on Debt Funded CIP	\$576,068							
19	(1) Base Year spending allocated to Water and Sewer/Reuse by Weighted 5-Year Total CIP, as shown on Schedule 4.								
20	(2) Calculated value to be used up to a maximum of 40%.								

EXHIBIT 2

Schedule 1 of 10

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E	F	G	H	I
		SERVICE ALLOCATION								
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 10)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals	
1	1515 FIELD SERVICES									
2	Salaries & Benefits									
3	12-00 Regular Salaries & Wages	\$ 776,263	\$ -	\$ 776,263	Base Year Accounts	90%	10%	\$ 695,147	\$ 81,116	
4	12-12 Accrual Payouts	\$ 26,029	\$ -	\$ 26,029	Base Year Accounts	90%	10%	\$ 23,309	\$ 2,720	
5	13-00 Other Salaries & Wages	\$ 62,628	\$ -	\$ 62,628	Base Year Accounts	90%	10%	\$ 56,084	\$ 6,544	
6	14-00 Overtime	\$ 1,180	\$ -	\$ 1,180	Base Year Accounts	90%	10%	\$ 1,057	\$ 123	
7	20-00 Clothing/Shoe Allowances	\$ 110	\$ -	\$ 110	Base Year Accounts	90%	10%	\$ 99	\$ 11	
8	21-00 FICA Taxes	\$ 61,770	\$ -	\$ 61,770	Base Year Accounts	90%	10%	\$ 55,315	\$ 6,455	
9	22-00 Retirement Contributions	\$ 168,771	\$ -	\$ 168,771	Base Year Accounts	90%	10%	\$ 151,135	\$ 17,636	
10	23-00 Life/Health Insurance	\$ 253,811	\$ -	\$ 253,811	Base Year Accounts	90%	10%	\$ 227,289	\$ 26,522	
11	24-00 Worker's Compensation	\$ 44,133	\$ -	\$ 44,133	Base Year Accounts	90%	10%	\$ 39,521	\$ 4,612	
12	26-00 OPEB Health Expense	\$ 25,320	\$ -	\$ 25,320	Base Year Accounts	90%	10%	\$ 22,674	\$ 2,646	
13	27-00 Cafeteria Plan	\$ 8,400	\$ -	\$ 8,400	Base Year Accounts	90%	10%	\$ 7,522	\$ 878	
14	Total Salaries & Benefits	\$ 1,428,415	\$ -	\$ 1,428,415				\$ 1,279,151	\$ 149,264	
15	Operating Expenditures									
16	41-00 Communication	\$ 6,172	\$ -	\$ 6,172	Base Year Accounts	90%	10%	\$ 5,527	\$ 645	
17	42-00 Postage & Freight	\$ 119	\$ -	\$ 119	Base Year Accounts	90%	10%	\$ 107	\$ 12	
18	45-00 Insurance	\$ 8,955	\$ -	\$ 8,955	Base Year Accounts	90%	10%	\$ 8,019	\$ 936	
19	46-00 Repairs & Maintenance	\$ 24,866	\$ -	\$ 24,866	Base Year Accounts	90%	10%	\$ 22,268	\$ 2,598	
20	46-03 Repair/Maint - Vehicles	\$ 15,675	\$ -	\$ 15,675	Base Year Accounts	90%	10%	\$ 14,037	\$ 1,638	
21	49-00 Other Charges & Oblig.	\$ 120	\$ -	\$ 120	Base Year Accounts	90%	10%	\$ 108	\$ 13	
22	52-00 Operating Supplies	\$ 25,411	\$ -	\$ 25,411	Base Year Accounts	90%	10%	\$ 22,755	\$ 2,655	
23	52-30 Fuel, Oil & Lubricants	\$ 42,595	\$ -	\$ 42,595	Base Year Accounts	90%	10%	\$ 38,144	\$ 4,451	
24	54-00 Membership/Publications	\$ 200	\$ -	\$ 200	Base Year Accounts	90%	10%	\$ 179	\$ 21	
25	Total Operating Expenditures	\$ 124,114	\$ -	\$ 124,114				\$ 111,145	\$ 12,969	
26	TOTAL - 1515 FIELD SERVICES	\$ 1,552,529	\$ -	\$ 1,552,529				\$ 1,390,296	\$ 162,233	
27	4010 WATER ADMINISTRATION									
28	Salaries & Benefits									
29	12-00 Regular Salaries & Wages	\$ 472,275	\$ -	\$ 472,275	Weighted Total O&M Expense	83%	17%	\$ 393,763	\$ 78,511	
30	12-12 Accrual Payouts	\$ 3,002	\$ -	\$ 3,002	Weighted Total O&M Expense	83%	17%	\$ 2,503	\$ 499	
31	13-00 Other Salaries & Wages	\$ 8,488	\$ -	\$ 8,488	Weighted Total O&M Expense	83%	17%	\$ 7,077	\$ 1,411	
32	14-00 Overtime	\$ 15,723	\$ -	\$ 15,723	Weighted Total O&M Expense	83%	17%	\$ 13,109	\$ 2,614	
33	21-00 FICA Taxes	\$ 37,384	\$ -	\$ 37,384	Weighted Total O&M Expense	83%	17%	\$ 31,169	\$ 6,215	
34	22-00 Retirement Contributions	\$ 486,443	\$ -	\$ 486,443	Weighted Total O&M Expense	83%	17%	\$ 405,577	\$ 80,867	
35	23-00 Life/Health Insurance	\$ 94,238	\$ -	\$ 94,238	Weighted Total O&M Expense	83%	17%	\$ 78,571	\$ 15,666	
36	23-02 Life/Health Retirees	\$ 127,107	\$ -	\$ 127,107	Weighted Total O&M Expense	83%	17%	\$ 105,977	\$ 21,130	
37	24-00 Worker's Compensation	\$ 12,083	\$ -	\$ 12,083	Weighted Total O&M Expense	83%	17%	\$ 10,075	\$ 2,009	
38	25-00 Unemployment Compensation	\$ 1,869	\$ -	\$ 1,869	Weighted Total O&M Expense	83%	17%	\$ 1,558	\$ 311	
39	26-00 OPEB Health Expense	\$ 25,637	\$ -	\$ 25,637	Weighted Total O&M Expense	83%	17%	\$ 21,375	\$ 4,262	
40	27-00 Cafeteria Plan	\$ 15,350	\$ -	\$ 15,350	Weighted Total O&M Expense	83%	17%	\$ 12,798	\$ 2,552	
41	Total Salaries & Benefits	\$ 1,299,598	\$ -	\$ 1,299,598				\$ 1,083,552	\$ 216,046	

Schedule 1 of 10

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E	F	G	H	I
		SERVICE ALLOCATION								
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 10)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals	
42	Operating Expenses									
43	Operating Exp (Less Contin, Bad Debt, Indir Cost Alloc)									
44	31-00 Professional Services	\$ 229,345	\$ -	\$ 229,345	Weighted Total O&M Expense	83%	17%	\$ 191,219	\$ 38,127	
45	31-01 Legal Expenses	\$ 84,952	\$ -	\$ 84,952	Weighted Total O&M Expense	83%	17%	\$ 70,829	\$ 14,122	
46	31-33 Employee Health Center	\$ 121,944	\$ -	\$ 121,944	Weighted Total O&M Expense	83%	17%	\$ 101,672	\$ 20,272	
47	32-00 Accounting & Auditing	\$ 43,500	\$ -	\$ 43,500	Weighted Total O&M Expense	83%	17%	\$ 36,269	\$ 7,231	
48	34-00 Contract Services	\$ 618,067	\$ (468,144) ⁽¹⁾	\$ 149,923	Weighted Total O&M Expense	83%	17%	\$ 125,000	\$ 24,923	
49	40-00 Travel & Per Diem	\$ 887	\$ -	\$ 887	Weighted Total O&M Expense	83%	17%	\$ 739	\$ 147	
50	41-00 Communication	\$ 1,869	\$ -	\$ 1,869	Weighted Total O&M Expense	83%	17%	\$ 1,558	\$ 311	
51	42-00 Postage & Freight	\$ 4,643	\$ -	\$ 4,643	Weighted Total O&M Expense	83%	17%	\$ 3,871	\$ 772	
52	43-00 Electric/Water/Sewer Service	\$ 1,235	\$ -	\$ 1,235	Weighted Total O&M Expense	83%	17%	\$ 1,030	\$ 205	
53	44-00 Rentals & Leases	\$ 1,792	\$ -	\$ 1,792	Weighted Total O&M Expense	83%	17%	\$ 1,494	\$ 298	
54	45-00 Insurance	\$ 318,641	\$ -	\$ 318,641	Water Admin Insurance	83%	17%	\$ 264,825	\$ 53,816	
55	46-00 Repairs & Maintenance	\$ 3,590	\$ -	\$ 3,590	Weighted Total O&M Expense	83%	17%	\$ 2,993	\$ 597	
56	46-02 Repair/Maint Building	\$ 1,517	\$ -	\$ 1,517	Weighted Total O&M Expense	83%	17%	\$ 1,265	\$ 252	
57	46-03 Repair/Maint - Vehicles	\$ 1,368	\$ -	\$ 1,368	Weighted Total O&M Expense	83%	17%	\$ 1,141	\$ 227	
58	47-00 Printing & Binding	\$ 5,125	\$ -	\$ 5,125	Weighted Total O&M Expense	83%	17%	\$ 4,273	\$ 852	
59	48-00 Promotional Activities	\$ 13,655	\$ -	\$ 13,655	Weighted Total O&M Expense	83%	17%	\$ 11,385	\$ 2,270	
60	49-00 Other Charges & Oblig.	\$ 11,335	\$ -	\$ 11,335	Weighted Total O&M Expense	83%	17%	\$ 9,451	\$ 1,884	
61	49-08 Cash Over & Under	\$ 69,761	\$ -	\$ 69,761	Weighted Total O&M Expense	83%	17%	\$ 58,164	\$ 11,597	
62	49-09 Document Recording Chgs	\$ 1,502	\$ -	\$ 1,502	Weighted Total O&M Expense	83%	17%	\$ 1,253	\$ 250	
63	49-15 Obsolete Inventory	\$ 851	\$ -	\$ 851	Weighted Total O&M Expense	83%	17%	\$ 710	\$ 142	
64	52-00 Operating Supplies	\$ 62,961	\$ -	\$ 62,961	Weighted Total O&M Expense	83%	17%	\$ 52,495	\$ 10,467	
65	52-30 Fuel, Oil & Lubricants	\$ 2,438	\$ -	\$ 2,438	Weighted Total O&M Expense	83%	17%	\$ 2,033	\$ 405	
66	52-33 Employee Health Center	\$ 52,537	\$ -	\$ 52,537	Weighted Total O&M Expense	83%	17%	\$ 43,803	\$ 8,734	
67	54-00 Membership/Publications	\$ 28,459	\$ -	\$ 28,459	Weighted Total O&M Expense	83%	17%	\$ 23,728	\$ 4,731	
68	55-00 Training	\$ 1,475	\$ -	\$ 1,475	Weighted Total O&M Expense	83%	17%	\$ 1,230	\$ 245	
69	59-00 Depreciation Expense	\$ 9,986,651	\$ (9,986,651) ⁽²⁾	\$ -	Weighted Total O&M Expense	83%	17%	\$ -	\$ -	
70	General Fund Indirect Cost Allocation									
71	34-10 Allocations - General Fund	\$ 5,366,988	\$ -	\$ 5,366,988	Weighted Total O&M Expense	83%	17%	\$ 4,474,776	\$ 892,212	
72	Contingency & Bad Debt									
73	39-00 Contingency	\$ -	\$ -	\$ -	Weighted Total O&M Expense	83%	17%	\$ -	\$ -	
74	49-07 Bad Debt Expense	\$ 99,009	\$ -	\$ 99,009	Weighted Total O&M Expense	83%	17%	\$ 82,550	\$ 16,459	
75	Total Operating Expenses	\$ 17,136,100	\$ (10,454,795)	\$ 6,681,304				\$ 5,569,755	\$ 1,111,550	
76	Interfund Transfers Out									
77	91-01 Transfer to General Fund 001	\$ 5,432,540	\$ -	\$ 5,432,540	Weighted Total O&M Expense	83%	17%	\$ 4,529,431	\$ 903,109	
78	91-25 TO Restricted Asset 425	\$ -	\$ - ⁽³⁾	\$ -	N/A	0%	0%	\$ -	\$ -	
79	91-53 Health Insurance Fund 530	\$ 405,266	\$ -	\$ 405,266	Weighted Total O&M Expense	83%	17%	\$ 337,894	\$ 67,372	
80	95-01 6% ILO Franchise Fee	\$ 1,388,042	\$ -	\$ 1,388,042	Weighted Total O&M Expense	83%	17%	\$ 1,157,293	\$ 230,749	
81	Total Interfund Transfers Out	\$ 7,225,848	\$ -	\$ 7,225,848				\$ 6,024,618	\$ 1,201,230	
82	TOTAL - 4010 WATER ADMINISTRATION	\$ 25,661,546	\$ (10,454,795)	\$ 15,206,751				\$ 12,677,925	\$ 2,528,826	

Schedule 1 of 10

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E	F	G	H	I
		SERVICE ALLOCATION								
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 10)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals	
83	4020 DYAL PLANT									
84	Salaries & Benefits									
85	12-00 Regular Salaries & Wages	\$ 1,423,257	\$ -	\$ 1,423,257	Water Only	100%	0%	\$ 1,423,257	\$ -	
86	12-12 Accrual Payouts	\$ 13,055	\$ -	\$ 13,055	Water Only	100%	0%	\$ 13,055	\$ -	
87	13-00 Other Salaries & Wages	\$ 53,415	\$ -	\$ 53,415	Water Only	100%	0%	\$ 53,415	\$ -	
88	14-00 Overtime	\$ 138,104	\$ -	\$ 138,104	Water Only	100%	0%	\$ 138,104	\$ -	
89	20-00 Clothing/Shoe Allowances	\$ 805	\$ -	\$ 805	Water Only	100%	0%	\$ 805	\$ -	
90	21-00 FICA Taxes	\$ 119,813	\$ -	\$ 119,813	Water Only	100%	0%	\$ 119,813	\$ -	
91	22-00 Retirement Contributions	\$ 117,771	\$ -	\$ 117,771	Water Only	100%	0%	\$ 117,771	\$ -	
92	23-00 Life/Health Insurance	\$ 450,955	\$ -	\$ 450,955	Water Only	100%	0%	\$ 450,955	\$ -	
93	24-00 Worker's Compensation	\$ 92,981	\$ -	\$ 92,981	Water Only	100%	0%	\$ 92,981	\$ -	
94	26-00 OPEB Health Expense	\$ 60,820	\$ -	\$ 60,820	Water Only	100%	0%	\$ 60,820	\$ -	
95	27-00 Cafeteria Plan	\$ 12,350	\$ -	\$ 12,350	Water Only	100%	0%	\$ 12,350	\$ -	
96	Total Salaries & Benefits	\$ 2,483,327	\$ -	\$ 2,483,327				\$ 2,483,327	\$ -	
97	Operating Expenditures									
98	31-00 Professional Services	\$ 8,286	\$ -	\$ 8,286	Water Only	100%	0%	\$ 8,286	\$ -	
99	34-00 Contract Services	\$ 231,447	\$ -	\$ 231,447	Water Only	100%	0%	\$ 231,447	\$ -	
100	40-00 Travel & Per Diem	\$ 4,587	\$ -	\$ 4,587	Water Only	100%	0%	\$ 4,587	\$ -	
101	41-00 Communication	\$ 62,013	\$ -	\$ 62,013	Water Only	100%	0%	\$ 62,013	\$ -	
102	42-00 Postage & Freight	\$ 26,210	\$ -	\$ 26,210	Water Only	100%	0%	\$ 26,210	\$ -	
103	43-00 Electric/Water/Sewer Service	\$ 1,295,205	\$ 426,776 (4)	\$ 1,721,982	Water Only	100%	0%	\$ 1,721,982	\$ -	
104	44-00 Rentals & Leases	\$ 118,048	\$ -	\$ 118,048	Water Only	100%	0%	\$ 118,048	\$ -	
105	45-00 Insurance	\$ 9,183	\$ -	\$ 9,183	Water Only	100%	0%	\$ 9,183	\$ -	
106	46-00 Repairs & Maintenance	\$ 2,436,303	\$ -	\$ 2,436,303	Water Only	100%	0%	\$ 2,436,303	\$ -	
107	46-02 Repair/Maint Building	\$ 317,392	\$ -	\$ 317,392	Water Only	100%	0%	\$ 317,392	\$ -	
108	46-03 Repair/Maint - Vehicles	\$ 26,551	\$ -	\$ 26,551	Water Only	100%	0%	\$ 26,551	\$ -	
109	47-00 Printing & Binding	\$ 61	\$ -	\$ 61	Water Only	100%	0%	\$ 61	\$ -	
110	49-00 Other Charges & Oblig.	\$ 7,469	\$ -	\$ 7,469	Water Only	100%	0%	\$ 7,469	\$ -	
111	52-00 Operating Supplies	\$ 2,665,111	\$ 878,167 (4)	\$ 3,543,278	Water Only	100%	0%	\$ 3,543,278	\$ -	
112	52-07 Janitorial Supplies	\$ 4,095	\$ -	\$ 4,095	Water Only	100%	0%	\$ 4,095	\$ -	
113	52-30 Fuel, Oil & Lubricants	\$ 67,376	\$ -	\$ 67,376	Water Only	100%	0%	\$ 67,376	\$ -	
114	53-00 Road Materials/Supplies	\$ 9,572	\$ -	\$ 9,572	Water Only	100%	0%	\$ 9,572	\$ -	
115	54-00 Membership/Publications	\$ -	\$ -	\$ -	Water Only	100%	0%	\$ -	\$ -	
116	55-00 Training	\$ 25,233	\$ -	\$ 25,233	Water Only	100%	0%	\$ 25,233	\$ -	
117	Total Operating Expenditures	\$ 7,314,143	\$ 1,304,943	\$ 8,619,087				\$ 8,619,087	\$ -	
118	TOTAL - 4020 DYAL PLANT	\$ 9,797,470	\$ 1,304,943	\$ 11,102,413				\$ 11,102,413	\$ -	

Schedule 1 of 10

Service Allocation - Base Year Net Revenue Requirement

				SERVICE ALLOCATION				
A	B	C	D	E	F	G	H	I
	Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 10)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals
119 4025 WATER FIELD OPERATIONS								
120 Salaries & Benefits								
121 12-00 Regular Salaries & Wages	\$ 1,728,430	\$ -	\$ 1,728,430	Water Field Operations PS	99%	1%	\$ 1,711,936	\$ 16,494
122 12-12 Accrual Payouts	\$ 23,752	\$ -	\$ 23,752	Water Field Operations PS	99%	1%	\$ 23,525	\$ 227
123 13-00 Other Salaries & Wages	\$ 68,438	\$ -	\$ 68,438	Water Only	100%	0%	\$ 68,438	\$ -
124 14-00 Overtime	\$ 159,167	\$ -	\$ 159,167	Water Only	100%	0%	\$ 159,167	\$ -
125 20-00 Clothing/Shoe Allowances	\$ 770	\$ -	\$ 770	Water Only	100%	0%	\$ 770	\$ -
126 21-00 FICA Taxes	\$ 145,678	\$ -	\$ 145,678	Water Field Operations PS	99%	1%	\$ 144,287	\$ 1,390
127 22-00 Retirement Contributions	\$ 216,364	\$ -	\$ 216,364	Water Field Operations PS	99%	1%	\$ 214,299	\$ 2,065
128 23-00 Life/Health Insurance	\$ 487,634	\$ -	\$ 487,634	Water Field Operations PS	99%	1%	\$ 482,981	\$ 4,653
129 24-00 Worker's Compensation	\$ 109,489	\$ -	\$ 109,489	Water Field Operations PS	99%	1%	\$ 108,444	\$ 1,045
130 26-00 OPEB Health Expense	\$ 83,069	\$ -	\$ 83,069	Water Field Operations PS	99%	1%	\$ 82,276	\$ 793
131 27-00 Cafeteria Plan	\$ 23,650	\$ -	\$ 23,650	Water Only	100%	0%	\$ 23,650	\$ -
132 Total Salaries & Benefits	\$ 3,046,442	\$ -	\$ 3,046,442				\$ 3,019,774	\$ 26,667
133 Operating Expenditures								
134 31-00 Professional Services	\$ 2,789	\$ -	\$ 2,789	Water Only	100%	0%	\$ 2,789	\$ -
135 34-00 Contract Services	\$ 38,493	\$ -	\$ 38,493	Water Only	100%	0%	\$ 38,493	\$ -
136 40-00 Travel & Per Diem	\$ 2,375	\$ -	\$ 2,375	Water Only	100%	0%	\$ 2,375	\$ -
137 41-00 Communication	\$ 19,306	\$ -	\$ 19,306	Water Only	100%	0%	\$ 19,306	\$ -
138 42-00 Postage & Freight	\$ 2,538	\$ -	\$ 2,538	Water Only	100%	0%	\$ 2,538	\$ -
139 43-00 Electric/Water/Sewer Service	\$ 73,786	\$ -	\$ 73,786	Water Only	100%	0%	\$ 73,786	\$ -
140 44-00 Rentals & Leases	\$ 3,201	\$ -	\$ 3,201	Water Only	100%	0%	\$ 3,201	\$ -
141 45-00 Insurance	\$ 17,552	\$ -	\$ 17,552	Water Only	100%	0%	\$ 17,552	\$ -
142 46-00 Repairs & Maintenance	\$ 2,361,373	\$ -	\$ 2,361,373	Water Only	100%	0%	\$ 2,361,373	\$ -
143 46-02 Repair/Maint Building	\$ 82,465	\$ -	\$ 82,465	Water Only	100%	0%	\$ 82,465	\$ -
144 46-03 Repair/Maint - Vehicles	\$ 72,758	\$ -	\$ 72,758	Water Only	100%	0%	\$ 72,758	\$ -
145 47-00 Printing & Binding	\$ 25	\$ -	\$ 25	Water Only	100%	0%	\$ 25	\$ -
146 49-00 Other Charges & Oblg.	\$ 2,112	\$ -	\$ 2,112	Water Only	100%	0%	\$ 2,112	\$ -
147 52-00 Operating Supplies	\$ 118,489	\$ -	\$ 118,489	Water Only	100%	0%	\$ 118,489	\$ -
148 52-07 Janitorial Supplies	\$ 3,050	\$ -	\$ 3,050	Water Only	100%	0%	\$ 3,050	\$ -
149 52-30 Fuel, Oil & Lubricants	\$ 75,344	\$ -	\$ 75,344	Water Only	100%	0%	\$ 75,344	\$ -
150 53-00 Road Materials/Supplies	\$ 5,602	\$ -	\$ 5,602	Water Only	100%	0%	\$ 5,602	\$ -
151 54-00 Membership/Publications	\$ 255	\$ -	\$ 255	Water Only	100%	0%	\$ 255	\$ -
152 55-00 Training	\$ 3,649	\$ -	\$ 3,649	Water Only	100%	0%	\$ 3,649	\$ -
153 Total Operating Expenditures	\$ 2,885,159	\$ -	\$ 2,885,159				\$ 2,885,159	\$ -
154 TOTAL - 4025 WATER FIELD OPERATIONS	\$ 5,931,601	\$ -	\$ 5,931,601				\$ 5,904,934	\$ 26,667

Schedule 1 of 10

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E	F	G	H	I
		SERVICE ALLOCATION								
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 10)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals	
155	4055 ENGINEERING									
156	Salaries & Benefits									
157	12-00 Regular Salaries & Wages	\$ 387,654	\$ -	\$ 387,654	Weighted 5-Year CIP	88%	12%	\$ 341,965	\$ 45,690	
158	12-12 Accrual Payouts	\$ 11,129	\$ -	\$ 11,129	Weighted 5-Year CIP	88%	12%	\$ 9,818	\$ 1,312	
159	13-00 Other Salaries & Wages	\$ 64,350	\$ -	\$ 64,350	Weighted 5-Year CIP	88%	12%	\$ 56,765	\$ 7,584	
160	14-00 Overtime	\$ 132	\$ -	\$ 132	Weighted 5-Year CIP	88%	12%	\$ 117	\$ 16	
161	21-00 FICA Taxes	\$ 35,243	\$ -	\$ 35,243	Weighted 5-Year CIP	88%	12%	\$ 31,089	\$ 4,154	
162	22-00 Retirement Contributions	\$ 33,996	\$ -	\$ 33,996	Weighted 5-Year CIP	88%	12%	\$ 29,989	\$ 4,007	
163	23-00 Life/Health Insurance	\$ 155,464	\$ -	\$ 155,464	Weighted 5-Year CIP	88%	12%	\$ 137,141	\$ 18,323	
164	24-00 Worker's Compensation	\$ 4,657	\$ -	\$ 4,657	Weighted 5-Year CIP	88%	12%	\$ 4,108	\$ 549	
165	26-00 OPEB Health Expense	\$ 20,127	\$ -	\$ 20,127	Weighted 5-Year CIP	88%	12%	\$ 17,755	\$ 2,372	
166	27-00 Cafeteria Plan	\$ 21,950	\$ -	\$ 21,950	Weighted 5-Year CIP	88%	12%	\$ 19,363	\$ 2,587	
167	Total Salaries & Benefits	\$ 734,703	\$ -	\$ 734,703				\$ 648,109	\$ 86,594	
168	Operating Expenditures									
169	31-03 Engineering Services	\$ -	\$ -	\$ -	Weighted 5-Year CIP	88%	12%	\$ -	\$ -	
170	34-00 Contract Services	\$ 73,944	\$ -	\$ 73,944	Weighted 5-Year CIP	88%	12%	\$ 65,229	\$ 8,715	
171	40-00 Travel & Per Diem	\$ 7	\$ -	\$ 7	Weighted 5-Year CIP	88%	12%	\$ 7	\$ 1	
172	41-00 Communication	\$ 2,880	\$ -	\$ 2,880	Weighted 5-Year CIP	88%	12%	\$ 2,541	\$ 339	
173	42-00 Postage & Freight	\$ 304	\$ -	\$ 304	Weighted 5-Year CIP	88%	12%	\$ 268	\$ 36	
174	45-00 Insurance	\$ 2,299	\$ -	\$ 2,299	Weighted 5-Year CIP	88%	12%	\$ 2,028	\$ 271	
175	46-00 Repairs & Maintenance	\$ 5,242	\$ -	\$ 5,242	Weighted 5-Year CIP	88%	12%	\$ 4,624	\$ 618	
176	46-03 Repair/Maint - Vehicles	\$ 3,743	\$ -	\$ 3,743	Weighted 5-Year CIP	88%	12%	\$ 3,302	\$ 441	
177	47-00 Printing & Binding	\$ 58	\$ -	\$ 58	Weighted 5-Year CIP	88%	12%	\$ 51	\$ 7	
178	49-00 Other Charges & Oblig.	\$ 716	\$ -	\$ 716	Weighted 5-Year CIP	88%	12%	\$ 632	\$ 84	
179	52-00 Operating Supplies	\$ 9,750	\$ -	\$ 9,750	Weighted 5-Year CIP	88%	12%	\$ 8,601	\$ 1,149	
180	52-30 Fuel, Oil & Lubricants	\$ 4,912	\$ -	\$ 4,912	Weighted 5-Year CIP	88%	12%	\$ 4,333	\$ 579	
181	54-00 Membership/Publications	\$ 358	\$ -	\$ 358	Weighted 5-Year CIP	88%	12%	\$ 316	\$ 42	
182	55-00 Training	\$ 590	\$ -	\$ 590	Weighted 5-Year CIP	88%	12%	\$ 520	\$ 70	
183	Total Operating Expenditures	\$ 104,805	\$ -	\$ 104,805				\$ 92,452	\$ 12,353	
184	TOTAL - 4055 ENGINEERING	\$ 839,508	\$ -	\$ 839,508				\$ 740,561	\$ 98,946	
185	4120 WATER RECLAMATION									
186	Salaries & Benefits									
187	12-00 Regular Salaries & Wages	\$ 724,739	\$ -	\$ 724,739	Sewer / Reuse Only	0%	100%	\$ -	\$ 724,739	
188	12-12 Accrual Payouts	\$ 31,369	\$ -	\$ 31,369	Sewer / Reuse Only	0%	100%	\$ -	\$ 31,369	
189	13-00 Other Salaries & Wages	\$ 54,163	\$ -	\$ 54,163	Sewer / Reuse Only	0%	100%	\$ -	\$ 54,163	
190	14-00 Overtime	\$ 66,391	\$ -	\$ 66,391	Sewer / Reuse Only	0%	100%	\$ -	\$ 66,391	
191	20-00 Clothing/Shoe Allowances	\$ 440	\$ -	\$ 440	Sewer / Reuse Only	0%	100%	\$ -	\$ 440	
192	21-00 FICA Taxes	\$ 63,345	\$ -	\$ 63,345	Sewer / Reuse Only	0%	100%	\$ -	\$ 63,345	
193	22-00 Retirement Contributions	\$ 211,522	\$ -	\$ 211,522	Sewer / Reuse Only	0%	100%	\$ -	\$ 211,522	
194	23-00 Life/Health Insurance	\$ 188,581	\$ -	\$ 188,581	Sewer / Reuse Only	0%	100%	\$ -	\$ 188,581	
195	24-00 Worker's Compensation	\$ 39,301	\$ -	\$ 39,301	Sewer / Reuse Only	0%	100%	\$ -	\$ 39,301	
196	26-00 OPEB Health Expense	\$ 21,189	\$ -	\$ 21,189	Sewer / Reuse Only	0%	100%	\$ -	\$ 21,189	
197	27-00 Cafeteria Plan	\$ 13,250	\$ -	\$ 13,250	Sewer / Reuse Only	0%	100%	\$ -	\$ 13,250	
198	Total Salaries & Benefits	\$ 1,414,291	\$ -	\$ 1,414,291				\$ -	\$ 1,414,291	

Schedule 1 of 10

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E	F	G	H	I
		SERVICE ALLOCATION								
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 10)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals	
199	Operating Expenditures									
200	31-00 Professional Services	\$ 6,117	\$ -	\$ 6,117	Sewer / Reuse Only	0%	100%	\$ -	\$ 6,117	
201	34-00 Contract Services	\$ 62,598	\$ -	\$ 62,598	Sewer / Reuse Only	0%	100%	\$ -	\$ 62,598	
202	40-00 Travel & Per Diem	\$ 1,055	\$ -	\$ 1,055	Sewer / Reuse Only	0%	100%	\$ -	\$ 1,055	
203	41-00 Communication	\$ 7,744	\$ -	\$ 7,744	Sewer / Reuse Only	0%	100%	\$ -	\$ 7,744	
204	42-00 Postage & Freight	\$ 3,616	\$ -	\$ 3,616	Sewer / Reuse Only	0%	100%	\$ -	\$ 3,616	
205	43-00 Electric/Water/Sewer Service	\$ 161,752	\$ -	\$ 161,752	Sewer / Reuse Only	0%	100%	\$ -	\$ 161,752	
206	44-00 Rentals & Leases	\$ 2,342	\$ -	\$ 2,342	Sewer / Reuse Only	0%	100%	\$ -	\$ 2,342	
207	45-00 Insurance	\$ 1,813	\$ -	\$ 1,813	Sewer / Reuse Only	0%	100%	\$ -	\$ 1,813	
208	46-00 Repairs & Maintenance	\$ 232,372	\$ -	\$ 232,372	Sewer / Reuse Only	0%	100%	\$ -	\$ 232,372	
209	46-02 Repair/Maint Building	\$ 28,439	\$ -	\$ 28,439	Sewer / Reuse Only	0%	100%	\$ -	\$ 28,439	
210	46-03 Repair/Maint - Vehicles	\$ 4,768	\$ -	\$ 4,768	Sewer / Reuse Only	0%	100%	\$ -	\$ 4,768	
211	49-00 Other Charges & Oblig.	\$ 6,338	\$ -	\$ 6,338	Sewer / Reuse Only	0%	100%	\$ -	\$ 6,338	
212	52-00 Operating Supplies	\$ 151,167	\$ -	\$ 151,167	Sewer / Reuse Only	0%	100%	\$ -	\$ 151,167	
213	52-07 Janitorial Supplies	\$ 1,841	\$ -	\$ 1,841	Sewer / Reuse Only	0%	100%	\$ -	\$ 1,841	
214	52-30 Fuel, Oil & Lubricants	\$ 4,360	\$ -	\$ 4,360	Sewer / Reuse Only	0%	100%	\$ -	\$ 4,360	
215	54-00 Membership/Publications	\$ 460	\$ -	\$ 460	Sewer / Reuse Only	0%	100%	\$ -	\$ 460	
216	55-00 Training	\$ 2,171	\$ -	\$ 2,171	Sewer / Reuse Only	0%	100%	\$ -	\$ 2,171	
217	Total Operating Expenditures	\$ 678,954	\$ -	\$ 678,954				\$ -	\$ 678,954	
218	TOTAL - 4120 WATER RECLAMATION	\$ 2,093,245	\$ -	\$ 2,093,245				\$ -	\$ 2,093,245	
219	4125 SEWER FIELD OPERATIONS									
220	Salaries & Benefits									
221	12-00 Regular Salaries & Wages	\$ 506,625	\$ -	\$ 506,625	Sewer / Reuse Only	0%	100%	\$ -	\$ 506,625	
222	14-00 Overtime	\$ 37,115	\$ -	\$ 37,115	Sewer / Reuse Only	0%	100%	\$ -	\$ 37,115	
223	20-00 Clothing/Shoe Allowances	\$ 385	\$ -	\$ 385	Sewer / Reuse Only	0%	100%	\$ -	\$ 385	
224	21-00 FICA Taxes	\$ 38,195	\$ -	\$ 38,195	Sewer / Reuse Only	0%	100%	\$ -	\$ 38,195	
225	22-00 Retirement Contributions	\$ 183,350	\$ -	\$ 183,350	Sewer / Reuse Only	0%	100%	\$ -	\$ 183,350	
226	23-00 Life/Health Insurance	\$ 166,316	\$ -	\$ 166,316	Sewer / Reuse Only	0%	100%	\$ -	\$ 166,316	
227	24-00 Worker's Compensation	\$ 27,274	\$ -	\$ 27,274	Sewer / Reuse Only	0%	100%	\$ -	\$ 27,274	
228	26-00 OPEB Health Expense	\$ 8,788	\$ -	\$ 8,788	Sewer / Reuse Only	0%	100%	\$ -	\$ 8,788	
229	27-00 Cafeteria Plan	\$ 7,200	\$ -	\$ 7,200	Sewer / Reuse Only	0%	100%	\$ -	\$ 7,200	
230	Total Salaries & Benefits	\$ 975,248	\$ -	\$ 975,248				\$ -	\$ 975,248	

Schedule 1 of 10

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E	F	G	H	I
		SERVICE ALLOCATION								
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 10)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals	
231	Operating Expenditures									
232	34-00 Contract Services	\$ 11,081	\$ -	\$ 11,081	Sewer / Reuse Only	0%	100%	\$ -	\$ 11,081	
233	40-00 Travel & Per Diem	\$ 7	\$ -	\$ 7	Sewer / Reuse Only	0%	100%	\$ -	\$ 7	
234	41-00 Communication	\$ 3,705	\$ -	\$ 3,705	Sewer / Reuse Only	0%	100%	\$ -	\$ 3,705	
235	42-00 Postage & Freight	\$ 1,616	\$ -	\$ 1,616	Sewer / Reuse Only	0%	100%	\$ -	\$ 1,616	
236	43-00 Electric/Water/Sewer Service	\$ 71,067	\$ -	\$ 71,067	Sewer / Reuse Only	0%	100%	\$ -	\$ 71,067	
237	44-00 Rentals & Leases	\$ 511	\$ -	\$ 511	Sewer / Reuse Only	0%	100%	\$ -	\$ 511	
238	45-00 Insurance	\$ 6,626	\$ -	\$ 6,626	Sewer / Reuse Only	0%	100%	\$ -	\$ 6,626	
239	46-00 Repairs & Maintenance	\$ 377,564	\$ -	\$ 377,564	Sewer / Reuse Only	0%	100%	\$ -	\$ 377,564	
240	46-03 Repair/Maint - Vehicles	\$ 24,672	\$ -	\$ 24,672	Sewer / Reuse Only	0%	100%	\$ -	\$ 24,672	
241	47-00 Printing & Binding	\$ 171	\$ -	\$ 171	Sewer / Reuse Only	0%	100%	\$ -	\$ 171	
242	49-00 Other Charges & Oblig.	\$ 601	\$ -	\$ 601	Sewer / Reuse Only	0%	100%	\$ -	\$ 601	
243	52-00 Operating Supplies	\$ 34,159	\$ -	\$ 34,159	Sewer / Reuse Only	0%	100%	\$ -	\$ 34,159	
244	52-30 Fuel, Oil & Lubricants	\$ 23,866	\$ -	\$ 23,866	Sewer / Reuse Only	0%	100%	\$ -	\$ 23,866	
245	53-00 Road Materials/Supplies	\$ 909	\$ -	\$ 909	Sewer / Reuse Only	0%	100%	\$ -	\$ 909	
246	54-00 Membership/Publications	\$ -	\$ -	\$ -	Sewer / Reuse Only	0%	100%	\$ -	\$ -	
247	55-00 Training	\$ -	\$ -	\$ -	Sewer / Reuse Only	0%	100%	\$ -	\$ -	
248	Total Operating Expenditures	\$ 556,556	\$ -	\$ 556,556				\$ -	\$ 556,556	
249	TOTAL - 4125 SEWER FIELD OPERATIONS	\$ 1,531,804	\$ -	\$ 1,531,804				\$ -	\$ 1,531,804	
250	DEBT SERVICE									
251	Existing Senior Lien Debt Service									
252	Series 1999 Bond - Principal	\$ 1,170,000	\$ -	\$ 1,170,000	Series 1999 Bonds	96%	4%	\$ 1,128,355	\$ 41,645	
253	Series 1999 Bond - Interest	\$ 194,250	\$ -	\$ 194,250	Series 1999 Bonds	96%	4%	\$ 187,336	\$ 6,914	
254	Series 2003 - Principal	\$ 1,250,000	\$ -	\$ 1,250,000	Series 2003 Bonds	97%	3%	\$ 1,206,537	\$ 43,463	
255	Series 2003 - Interest	\$ 640,275	\$ -	\$ 640,275	Series 2003 Bonds	97%	3%	\$ 618,012	\$ 22,263	
256	Series 2009A Bonds - Principal	\$ -	\$ -	\$ -	Series 2009A Bonds	94%	6%	\$ -	\$ -	
257	Series 2009A Bonds - Interest	\$ 440,969	\$ -	\$ 440,969	Series 2009A Bonds	94%	6%	\$ 412,449	\$ 28,520	
258	Series 2009B Bonds - Principal	\$ -	\$ -	\$ -	Series 2009B Bonds	96%	4%	\$ -	\$ -	
259	Series 2009B Bonds - Interest	\$ 590,750	\$ -	\$ 590,750	Series 2009B Bonds	96%	4%	\$ 569,723	\$ 21,027	
260	Series 2010 BAB - Principal	\$ -	\$ -	\$ -	Series 2010 BAB	100%	0%	\$ -	\$ -	
261	Series 2010 BAB - Interest	\$ 1,866,313	\$ -	\$ 1,866,313	Series 2010 BAB	100%	0%	\$ 1,866,313	\$ -	
262	Series 2010 BAB - Subsidy	\$ (595,374)	\$ -	\$ (595,374)	Series 2010 BAB	100%	0%	\$ (595,374)	\$ -	
263	Total Existing Senior Lien Debt Service	\$ 5,557,183	\$ -	\$ 5,557,183				\$ 5,393,351	\$ 163,831	

Schedule 1 of 10

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E	F	G	H	I
		SERVICE ALLOCATION								
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 10)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals	
264	Existing Subordinate Debt Service									
265	SRL 517010 - Principal	\$ 295,504	\$ -	\$ 295,504	SRL 517010	100%	0%	\$ 295,504	\$ -	
266	SRL 517010 - Interest	\$ 65,279	\$ -	\$ 65,279	SRL 517010	100%	0%	\$ 65,279	\$ -	
267	SRL 517020 - Principal	\$ 230,751	\$ -	\$ 230,751	SRL 517020	100%	0%	\$ 230,751	\$ -	
268	SRL 517020 - Interest	\$ 62,334	\$ -	\$ 62,334	SRL 517020	100%	0%	\$ 62,334	\$ -	
269	SRL 517030 - Principal	\$ 521,267	\$ -	\$ 521,267	SRL 517030	100%	0%	\$ 521,267	\$ -	
270	SRL 517030 - Interest	\$ 149,922	\$ -	\$ 149,922	SRL 517030	100%	0%	\$ 149,922	\$ -	
271	SRL 202P - Principal	\$ 161,870	\$ -	\$ 161,870	SRL 202P	0%	100%	\$ -	\$ 161,870	
272	SRL 202P - Interest	\$ 33,465	\$ -	\$ 33,465	SRL 202P	0%	100%	\$ -	\$ 33,465	
273	SRL 517040 - Principal	\$ 99,534	\$ -	\$ 99,534	SRL 517040	100%	0%	\$ 99,534	\$ -	
274	SRL 517040 - Interest	\$ 51,878	\$ -	\$ 51,878	SRL 517040	100%	0%	\$ 51,878	\$ -	
275	SRL - 517050 - Principal	\$ 284,707	\$ -	\$ 284,707	SRL 517050	100%	0%	\$ 284,707	\$ -	
276	SRL - 517050 - Interest	\$ 144,585	\$ -	\$ 144,585	SRL 517050	100%	0%	\$ 144,585	\$ -	
277	SRL WW812030 - Principal	\$ 257,294	\$ -	\$ 257,294	SRL WW812030	0%	100%	\$ -	\$ 257,294	
278	SRL WW812030 - Interest	\$ 143,030	\$ -	\$ 143,030	SRL WW812030	0%	100%	\$ -	\$ 143,030	
279	SRL DW517060 - Principal	\$ 5,269	\$ -	\$ 5,269	SRL DW517060	100%	0%	\$ 5,269	\$ -	
280	SRL DW517060 - Interest	\$ 2,799	\$ -	\$ 2,799	SRL DW517060	100%	0%	\$ 2,799	\$ -	
281	Total Existing Subordinate Debt Service	\$ 2,509,489	\$ -	\$ 2,509,489				\$ 1,913,829	\$ 595,660	
282	New Debt Service									
283	Imputed Annual Debt Service for CIP (From Schedule 10 of 10)	\$ 576,068	\$ -	\$ 576,068	Base Year CIP	88%	12%	\$ 508,172	\$ 67,897	
284	Total New Debt Service	\$ 576,068	\$ -	\$ 576,068				\$ 508,172	\$ 67,897	
285	TOTAL - DEBT SERVICE	\$ 8,642,740	\$ -	\$ 8,642,740				\$ 7,815,352	\$ 827,388	
286	OTHER BELOW THE LINE EXPENSES									
287	Letters of Credit									
288	Suntrust Letter of Credit Draw #1 - Principal	\$ 145,000	\$ -	\$ 145,000	Weighted Total O&M Expense	83%	17%	\$ 120,895	\$ 24,105	
289	Suntrust Letter of Credit Draw #1 - Interest	\$ 8,850	\$ -	\$ 8,850	Weighted Total O&M Expense	83%	17%	\$ 7,379	\$ 1,471	
290	Suntrust Letter of Credit Draw #3 - Principal	\$ 64,000	\$ -	\$ 64,000	Weighted Total O&M Expense	83%	17%	\$ 53,361	\$ 10,639	
291	Suntrust Letter of Credit Draw #3 - Interest	\$ 3,900	\$ -	\$ 3,900	Weighted Total O&M Expense	83%	17%	\$ 3,252	\$ 648	
292	Suntrust Letter of Credit Draw #4 - Principal	\$ 65,000	\$ -	\$ 65,000	Weighted Total O&M Expense	83%	17%	\$ 54,194	\$ 10,806	
293	Suntrust Letter of Credit Draw #4 - Interest	\$ 3,650	\$ -	\$ 3,650	Weighted Total O&M Expense	83%	17%	\$ 3,044	\$ 607	
294	Suntrust Letter of Credit Draw #5 - Principal	\$ 40,000	\$ -	\$ 40,000	Weighted Total O&M Expense	83%	17%	\$ 33,350	\$ 6,650	
295	Suntrust Letter of Credit Draw #5 - Interest	\$ 3,452	\$ -	\$ 3,452	Weighted Total O&M Expense	83%	17%	\$ 2,878	\$ 574	
296	Total Letters of Credit	\$ 333,852	\$ -	\$ 333,852				\$ 278,353	\$ 55,500	
297	TOTAL - OTHER BELOW THE LINE EXPENSES	\$ 333,852	\$ -	\$ 333,852				\$ 278,353	\$ 55,500	
298	OTHER USES									
299	Cash Funded Capital									
300	Imputed Cash Funded CIP (From Schedule 10 of 10)	\$ 4,697,576	\$ -	\$ 4,697,576	Base Year CIP	88%	12%	\$ 4,143,909	\$ 553,667	
301	Total Cash Funded Capital	\$ 4,697,576	\$ -	\$ 4,697,576				\$ 4,143,909	\$ 553,667	
302	Less: Capital Offsets									
303	Contributed Capital Funds Used for CIP in Current FY	\$ -	\$ -	\$ -	Base Year CIP	88%	12%	\$ -	\$ -	
304	Water Impact Fees Used for Payment of Debt	\$ (1,435,760)	\$ -	\$ (1,435,760)	Water Only	100%	0%	\$ (1,435,760)	\$ -	
305	Sewer Impact Fees Used for Payment of Debt	\$ (50,425)	\$ -	\$ (50,425)	Sewer / Reuse Only	0%	100%	\$ -	\$ (50,425)	
306	Water Projects Paid with Impact Fees	\$ -	\$ -	\$ -	Water Only	100%	0%	\$ -	\$ -	

Schedule 1 of 10

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E			F	G	H	I
		SERVICE ALLOCATION										
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 10)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals			
307	Sewer Projects Paid with Impact Fees	\$ -	\$ -	\$ -	Sewer / Reuse Only	0%	100%	\$ -	\$ -			
308	Total Capital Offsets	\$ (1,486,185)	\$ -	\$ (1,486,185)				\$ (1,435,760)	\$ (50,425)			
309	Use of Fund Balance											
310	Reserve Fund Balance Used for Cash Flow Deficit	\$ -	\$ -	\$ -	Weighted Total O&M Expense	83%	17%	\$ -	\$ -			
311	Total Use of Fund Balance	\$ -	\$ -	\$ -				\$ -	\$ -			
312	TOTAL - OTHER USES	\$ 3,211,391	\$ -	\$ 3,211,391				\$ 2,708,149	\$ 503,242			
313	OFFSETTING REVENUES											
314	Other Operating Revenue											
315	Water Connection Fee	\$ (442,243)	\$ -	\$ (442,243)	Water Only	100%	0%	\$ (442,243)	\$ -			
316	Water Hydrant Fees	\$ (2,776,051)	\$ -	\$ (2,776,051)	Water Only	100%	0%	\$ (2,776,051)	\$ -			
317	Hydrant Resid Flow Test	\$ (5,000)	\$ -	\$ (5,000)	Water Only	100%	0%	\$ (5,000)	\$ -			
318	Backflow Device Test	\$ (181,076)	\$ -	\$ (181,076)	Water Only	100%	0%	\$ (181,076)	\$ -			
319	Jumper Meters	\$ (2,000)	\$ -	\$ (2,000)	Water Only	100%	0%	\$ (2,000)	\$ -			
320	Plan Review / Const Inspect	\$ (30,500)	\$ -	\$ (30,500)	Water Only	100%	0%	\$ (30,500)	\$ -			
321	Backflow PRV/RLCT Temp	\$ (970)	\$ -	\$ (970)	Water Only	100%	0%	\$ (970)	\$ -			
322	Sewer Grease Trap Permits	\$ (6,442)	\$ -	\$ (6,442)	Sewer / Reuse Only	0%	100%	\$ -	\$ (6,442)			
323	Sewer Connection Fee	\$ (3,101)	\$ -	\$ (3,101)	Sewer / Reuse Only	0%	100%	\$ -	\$ (3,101)			
324	Reuse Water Installation	\$ (6,299)	\$ -	\$ (6,299)	Sewer / Reuse Only	0%	100%	\$ -	\$ (6,299)			
325	362 - Rents and Royalties	\$ (1,300)	\$ -	\$ (1,300)	Weighted Total O&M Expense	83%	17%	\$ (1,084)	\$ (216)			
326	364 - Sale of Fixed Assets	\$ (146,505)	\$ -	\$ (146,505)	Weighted Total O&M Expense	83%	17%	\$ (122,150)	\$ (24,355)			
327	365 - Sale of Surplus Scrap	\$ (7,028)	\$ -	\$ (7,028)	Weighted Total O&M Expense	83%	17%	\$ (5,860)	\$ (1,168)			
328	369 - Other Misc. Revenues	\$ (67,794)	\$ -	\$ (67,794)	Weighted Total O&M Expense	83%	17%	\$ (56,524)	\$ (11,270)			
329	Net Inc/Dec - FMV Investment	\$ 66,087	\$ -	\$ 66,087	Weighted Total O&M Expense	83%	17%	\$ 55,101	\$ 10,986			
330	Total Other Operating Revenue	\$ (3,610,223)	\$ -	\$ (3,610,223)				\$ (3,568,358)	\$ (41,865)			
331	Interest Income											
332	Interest Income	\$ (248,543)	\$ -	\$ (248,543)	Weighted Total O&M Expense	83%	17%	\$ (207,225)	\$ (41,318)			
333	Total Interest Income	\$ (248,543)	\$ -	\$ (248,543)				\$ (207,225)	\$ (41,318)			
334	TOTAL - OFFSETTING REVENUES	\$ (3,858,766)	\$ -	\$ (3,858,766)				\$ (3,775,583)	\$ (83,183)			
335	Total	\$ 55,736,920	\$ (9,149,852)	\$ 46,587,068				\$ 38,842,400	\$ 7,744,667	69.7%		

Footnotes:

- (1) Water Admin - Removed cost of storage fee as this is part of rate calculation on Schedule 3.
 - (2) Depreciation Expense is not included in analysis as it is not a cash expense.
 - (3) TO Restricted Asset 425 - This interfund transfer is to the debt service fund from which debt service is paid. Annual debt service is brought in and allocated by issuance under the Debt Service section above, so this transfer is removed to avoid double counting.
 - (4) Dyal Plant - Some line items include variable costs associated with increased production. Actual Base Year costs per mgd are extrapolated for Regional Customer demand from Schedule 3.
 - (5) Contributed Capital Funds Used for CIP in Current FY will be allocated according to the nature of the project.
 - (6) Represents rate revenues freed up by the use of impact fees to pay for debt service.
- Note: Minor capital outlay items are not in this O&M allocation, as they are included within the CIP.
- Note: Offsetting Revenues to the Regional rate calculations exclude retail rate revenue, revenues earned not billed, capital asset contributions, and BABS Grant (included in debt service).

Schedule 2 of 10

Customer Class Allocation - Base Year Net Revenue Requirement

A		B	C	D		E	F	G
			CUSTOMER ALLOCATION					
		Base Year Water Actuals	Allocation Factor (from Schedule 6 of 10)	Regional/ Retail	Retail Only	Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals	
1	1515 FIELD SERVICES							
2	Salaries & Benefits							
3	12-00 Regular Salaries & Wages	\$ 695,147	Retail Only	0%	100%	\$ -	\$ 695,147	
4	12-12 Accrual Payouts	\$ 23,309	Retail Only	0%	100%	\$ -	\$ 23,309	
5	13-00 Other Salaries & Wages	\$ 56,084	Retail Only	0%	100%	\$ -	\$ 56,084	
6	14-00 Overtime	\$ 1,057	Retail Only	0%	100%	\$ -	\$ 1,057	
7	20-00 Clothing/Shoe Allowances	\$ 99	Retail Only	0%	100%	\$ -	\$ 99	
8	21-00 FICA Taxes	\$ 55,315	Retail Only	0%	100%	\$ -	\$ 55,315	
9	22-00 Retirement Contributions	\$ 151,135	Retail Only	0%	100%	\$ -	\$ 151,135	
10	23-00 Life/Health Insurance	\$ 227,289	Retail Only	0%	100%	\$ -	\$ 227,289	
11	24-00 Worker's Compensation	\$ 39,521	Retail Only	0%	100%	\$ -	\$ 39,521	
12	26-00 OPEB Health Expense	\$ 22,674	Retail Only	0%	100%	\$ -	\$ 22,674	
13	27-00 Cafeteria Plan	\$ 7,522	Retail Only	0%	100%	\$ -	\$ 7,522	
14	Total Salaries & Benefits	\$ 1,279,151				\$ -	\$ 1,279,151	
15	Operating Expenditures							
16	41-00 Communication	\$ 5,527	Retail Only	0%	100%	\$ -	\$ 5,527	
17	42-00 Postage & Freight	\$ 107	Retail Only	0%	100%	\$ -	\$ 107	
18	45-00 Insurance	\$ 8,019	Retail Only	0%	100%	\$ -	\$ 8,019	
19	46-00 Repairs & Maintenance	\$ 22,268	Retail Only	0%	100%	\$ -	\$ 22,268	
20	46-03 Repair/Maint - Vehicles	\$ 14,037	Retail Only	0%	100%	\$ -	\$ 14,037	
21	49-00 Other Charges & Oblig.	\$ 108	Retail Only	0%	100%	\$ -	\$ 108	
22	52-00 Operating Supplies	\$ 22,755	Retail Only	0%	100%	\$ -	\$ 22,755	
23	52-30 Fuel, Oil & Lubricants	\$ 38,144	Retail Only	0%	100%	\$ -	\$ 38,144	
24	54-00 Membership/Publications	\$ 179	Retail Only	0%	100%	\$ -	\$ 179	
25	Total Operating Expenditures	\$ 111,145				\$ -	\$ 111,145	
26	TOTAL - 1515 FIELD SERVICES	\$ 1,390,296				\$ -	\$ 1,390,296	
27	4010 WATER ADMINISTRATION							
28	Salaries & Benefits							
29	12-00 Regular Salaries & Wages	\$ 393,763	Weighted Total Water O&M	57%	43%	\$ 224,157	\$ 169,606	
30	12-12 Accrual Payouts	\$ 2,503	Weighted Total Water O&M	57%	43%	\$ 1,425	\$ 1,078	
31	13-00 Other Salaries & Wages	\$ 7,077	Weighted Total Water O&M	57%	43%	\$ 4,029	\$ 3,048	
32	14-00 Overtime	\$ 13,109	Weighted Total Water O&M	57%	43%	\$ 7,463	\$ 5,647	
33	21-00 FICA Taxes	\$ 31,169	Weighted Total Water O&M	57%	43%	\$ 17,744	\$ 13,426	
34	22-00 Retirement Contributions	\$ 405,577	Weighted Total Water O&M	57%	43%	\$ 230,882	\$ 174,694	
35	23-00 Life/Health Insurance	\$ 78,571	Weighted Total Water O&M	57%	43%	\$ 44,728	\$ 33,843	
36	23-02 Life/Health Retirees	\$ 105,977	Weighted Total Water O&M	57%	43%	\$ 60,329	\$ 45,647	
37	24-00 Worker's Compensation	\$ 10,075	Weighted Total Water O&M	57%	43%	\$ 5,735	\$ 4,339	
38	25-00 Unemployment Compensation	\$ 1,558	Weighted Total Water O&M	57%	43%	\$ 887	\$ 671	
39	26-00 OPEB Health Expense	\$ 21,375	Weighted Total Water O&M	57%	43%	\$ 12,168	\$ 9,207	
40	27-00 Cafeteria Plan	\$ 12,798	Weighted Total Water O&M	57%	43%	\$ 7,286	\$ 5,513	
41	Total Salaries & Benefits	\$ 1,083,552				\$ 616,832	\$ 466,720	

Schedule 2 of 10

Customer Class Allocation - Base Year Net Revenue Requirement

A		B		C		D		E		F		G	
						CUSTOMER ALLOCATION							
		Base Year Water Actuals		Allocation Factor (from Schedule 6 of 10)		Regional/ Retail		Retail Only		Base Year Regional/ Retail Actuals		Base Year Retail Only Actuals	
42	Operating Expenses												
43	Operating Exp (Less Contin, Bad Debt, Indir Cost Alloc)												
44	31-00 Professional Services	\$	191,219		Weighted Total Water O&M		57%		43%	\$	108,855	\$	82,364
45	31-01 Legal Expenses	\$	70,829		Weighted Total Water O&M		57%		43%	\$	40,321	\$	30,508
46	31-33 Employee Health Center	\$	101,672		Weighted Total Water O&M		57%		43%	\$	57,878	\$	43,793
47	32-00 Accounting & Auditing	\$	36,269		Weighted Total Water O&M		57%		43%	\$	20,647	\$	15,622
48	34-00 Contract Services	\$	125,000		Weighted Total Water O&M		57%		43%	\$	71,158	\$	53,841
49	40-00 Travel & Per Diem	\$	739		Weighted Total Water O&M		57%		43%	\$	421	\$	318
50	41-00 Communication	\$	1,558		Weighted Total Water O&M		57%		43%	\$	887	\$	671
51	42-00 Postage & Freight	\$	3,871		Weighted Total Water O&M		57%		43%	\$	2,204	\$	1,668
52	43-00 Electric/Water/Sewer Service	\$	1,030		Weighted Total Water O&M		57%		43%	\$	586	\$	444
53	44-00 Rentals & Leases	\$	1,494		Weighted Total Water O&M		57%		43%	\$	850	\$	643
54	45-00 Insurance	\$	264,825		Weighted Total Water O&M		57%		43%	\$	150,757	\$	114,069
55	46-00 Repairs & Maintenance	\$	2,993		Weighted Total Water O&M		57%		43%	\$	1,704	\$	1,289
56	46-02 Repair/Maint Building	\$	1,265		Weighted Total Water O&M		57%		43%	\$	720	\$	545
57	46-03 Repair/Maint - Vehicles	\$	1,141		Weighted Total Water O&M		57%		43%	\$	649	\$	491
58	47-00 Printing & Binding	\$	4,273		Weighted Total Water O&M		57%		43%	\$	2,432	\$	1,840
59	48-00 Promotional Activities	\$	11,385		Weighted Total Water O&M		57%		43%	\$	6,481	\$	4,904
60	49-00 Other Charges & Oblig.	\$	9,451		Weighted Total Water O&M		57%		43%	\$	5,380	\$	4,071
61	49-08 Cash Over & Under	\$	58,164		Weighted Total Water O&M		57%		43%	\$	33,111	\$	25,053
62	49-09 Document Recording Chgs	\$	1,253		Weighted Total Water O&M		57%		43%	\$	713	\$	540
63	49-15 Obsolete Inventory	\$	710		Weighted Total Water O&M		57%		43%	\$	404	\$	306
64	52-00 Operating Supplies	\$	52,495		Weighted Total Water O&M		57%		43%	\$	29,884	\$	22,611
65	52-30 Fuel, Oil & Lubricants	\$	2,033		Weighted Total Water O&M		57%		43%	\$	1,157	\$	876
66	52-33 Employee Health Center	\$	43,803		Weighted Total Water O&M		57%		43%	\$	24,936	\$	18,867
67	54-00 Membership/Publications	\$	23,728		Weighted Total Water O&M		57%		43%	\$	13,508	\$	10,220
68	55-00 Training	\$	1,230		Weighted Total Water O&M		57%		43%	\$	700	\$	530
69	59-00 Depreciation Expense	\$	-		Weighted Total Water O&M		57%		43%	\$	-	\$	-
70	General Fund Indirect Cost Allocation												
71	34-10 Allocations - General Fund	\$	4,474,776		Weighted Total Water O&M		57%		43%	\$	2,547,351	\$	1,927,426
72	Contingency & Bad Debt												
73	39-00 Contingency	\$	-		Weighted Total Water O&M		57%		43%	\$	-	\$	-
74	49-07 Bad Debt Expense	\$	82,550		Retail Only		0%		100%	\$	-	\$	82,550
75	Total Operating Expenses	\$	5,569,755							\$	3,123,695	\$	2,446,060
76	Interfund Transfers Out												
77	91-01 Transfer to General Fund 001	\$	4,529,431		Retail Only		0%		100%	\$	-	\$	4,529,431
78	91-25 TO Restricted Asset 425	\$	-		Retail Only		0%		100%	\$	-	\$	-
79	91-53 Health Insurance Fund 530	\$	337,894		Retail Only		0%		100%	\$	-	\$	337,894
80	95-01 6% ILO Franchise Fee	\$	1,157,293		Retail Only		0%		100%	\$	-	\$	1,157,293
81	Total Interfund Transfers Out	\$	6,024,618							\$	-	\$	6,024,618
82	TOTAL - 4010 WATER ADMINISTRATION	\$	12,677,925							\$	3,740,527	\$	8,937,398

Schedule 2 of 10

Customer Class Allocation - Base Year Net Revenue Requirement

A		B	C	D		E	F	G
				CUSTOMER ALLOCATION				
		Base Year Water Actuals	Allocation Factor (from Schedule 6 of 10)	Regional/ Retail	Retail Only	Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals	
83	4020 DYAL PLANT							
84	Salaries & Benefits							
85	12-00 Regular Salaries & Wages	\$ 1,423,257	Regional / Retail	100%	0%	\$ 1,423,257	\$ -	
86	12-12 Accrual Payouts	\$ 13,055	Regional / Retail	100%	0%	\$ 13,055	\$ -	
87	13-00 Other Salaries & Wages	\$ 53,415	Regional / Retail	100%	0%	\$ 53,415	\$ -	
88	14-00 Overtime	\$ 138,104	Regional / Retail	100%	0%	\$ 138,104	\$ -	
89	20-00 Clothing/Shoe Allowances	\$ 805	Regional / Retail	100%	0%	\$ 805	\$ -	
90	21-00 FICA Taxes	\$ 119,813	Regional / Retail	100%	0%	\$ 119,813	\$ -	
91	22-00 Retirement Contributions	\$ 117,771	Regional / Retail	100%	0%	\$ 117,771	\$ -	
92	23-00 Life/Health Insurance	\$ 450,955	Regional / Retail	100%	0%	\$ 450,955	\$ -	
93	24-00 Worker's Compensation	\$ 92,981	Regional / Retail	100%	0%	\$ 92,981	\$ -	
94	26-00 OPEB Health Expense	\$ 60,820	Regional / Retail	100%	0%	\$ 60,820	\$ -	
95	27-00 Cafeteria Plan	\$ 12,350	Regional / Retail	100%	0%	\$ 12,350	\$ -	
96	Total Salaries & Benefits	\$ 2,483,327				\$ 2,483,327	\$ -	
97	Operating Expenditures							
98	31-00 Professional Services	\$ 8,286	Regional / Retail	100%	0%	\$ 8,286	\$ -	
99	34-00 Contract Services	\$ 231,447	Regional / Retail	100%	0%	\$ 231,447	\$ -	
100	40-00 Travel & Per Diem	\$ 4,587	Regional / Retail	100%	0%	\$ 4,587	\$ -	
101	41-00 Communication	\$ 62,013	Regional / Retail	100%	0%	\$ 62,013	\$ -	
102	42-00 Postage & Freight	\$ 26,210	Regional / Retail	100%	0%	\$ 26,210	\$ -	
103	43-00 Electric/Water/Sewer Service	\$ 1,721,982	Regional / Retail	100%	0%	\$ 1,721,982	\$ -	
104	44-00 Rentals & Leases	\$ 118,048	Regional / Retail	100%	0%	\$ 118,048	\$ -	
105	45-00 Insurance	\$ 9,183	Regional / Retail	100%	0%	\$ 9,183	\$ -	
106	46-00 Repairs & Maintenance	\$ 2,436,303	Regional / Retail	100%	0%	\$ 2,436,303	\$ -	
107	46-02 Repair/Maint Building	\$ 317,392	Regional / Retail	100%	0%	\$ 317,392	\$ -	
108	46-03 Repair/Maint - Vehicles	\$ 26,551	Regional / Retail	100%	0%	\$ 26,551	\$ -	
109	47-00 Printing & Binding	\$ 61	Regional / Retail	100%	0%	\$ 61	\$ -	
110	49-00 Other Charges & Oblig.	\$ 7,469	Regional / Retail	100%	0%	\$ 7,469	\$ -	
111	52-00 Operating Supplies	\$ 3,543,278	Regional / Retail	100%	0%	\$ 3,543,278	\$ -	
112	52-07 Janitorial Supplies	\$ 4,095	Regional / Retail	100%	0%	\$ 4,095	\$ -	
113	52-30 Fuel, Oil & Lubricants	\$ 67,376	Regional / Retail	100%	0%	\$ 67,376	\$ -	
114	53-00 Road Materials/Supplies	\$ 9,572	Regional / Retail	100%	0%	\$ 9,572	\$ -	
115	54-00 Membership/Publications	\$ -	Regional / Retail	100%	0%	\$ -	\$ -	
116	55-00 Training	\$ 25,233	Regional / Retail	100%	0%	\$ 25,233	\$ -	
117	Total Operating Expenditures	\$ 8,619,087				\$ 8,619,087	\$ -	
118	TOTAL - 4020 DYAL PLANT	\$ 11,102,413				\$ 11,102,413	\$ -	

Schedule 2 of 10

Customer Class Allocation - Base Year Net Revenue Requirement

		A	B	C	D		E	F	G
					CUSTOMER ALLOCATION				
			Base Year Water Actuals	Allocation Factor (from Schedule 6 of 10)	Regional/ Retail	Retail Only	Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals	
119	4025 WATER FIELD OPERATIONS								
120	Salaries & Benefits								
121	12-00	Regular Salaries & Wages	\$ 1,711,936	Miles of Pipe	3%	97%	\$ 55,546	\$ 1,656,390	
122	12-12	Accrual Payouts	\$ 23,525	Miles of Pipe	3%	97%	\$ 763	\$ 22,762	
123	13-00	Other Salaries & Wages	\$ 68,438	Miles of Pipe	3%	97%	\$ 2,221	\$ 66,217	
124	14-00	Overtime	\$ 159,167	Miles of Pipe	3%	97%	\$ 5,164	\$ 154,003	
125	20-00	Clothing/Shoe Allowances	\$ 770	Miles of Pipe	3%	97%	\$ 25	\$ 745	
126	21-00	FICA Taxes	\$ 144,287	Miles of Pipe	3%	97%	\$ 4,682	\$ 139,606	
127	22-00	Retirement Contributions	\$ 214,299	Miles of Pipe	3%	97%	\$ 6,953	\$ 207,346	
128	23-00	Life/Health Insurance	\$ 482,981	Miles of Pipe	3%	97%	\$ 15,671	\$ 467,310	
129	24-00	Worker's Compensation	\$ 108,444	Miles of Pipe	3%	97%	\$ 3,519	\$ 104,925	
130	26-00	OPEB Health Expense	\$ 82,276	Miles of Pipe	3%	97%	\$ 2,670	\$ 79,607	
131	27-00	Cafeteria Plan	\$ 23,650	Miles of Pipe	3%	97%	\$ 767	\$ 22,883	
132	Total Salaries & Benefits		\$ 3,019,774				\$ 97,981	\$ 2,921,793	
133	Operating Expenditures								
134	31-00	Professional Services	\$ 2,789	Miles of Pipe	3%	97%	\$ 90	\$ 2,698	
135	34-00	Contract Services	\$ 38,493	Miles of Pipe	3%	97%	\$ 1,249	\$ 37,244	
136	40-00	Travel & Per Diem	\$ 2,375	Miles of Pipe	3%	97%	\$ 77	\$ 2,298	
137	41-00	Communication	\$ 19,306	Miles of Pipe	3%	97%	\$ 626	\$ 18,680	
138	42-00	Postage & Freight	\$ 2,538	Miles of Pipe	3%	97%	\$ 82	\$ 2,456	
139	43-00	Electric/Water/Sewer Service	\$ 73,786	Miles of Pipe	3%	97%	\$ 2,394	\$ 71,391	
140	44-00	Rentals & Leases	\$ 3,201	Miles of Pipe	3%	97%	\$ 104	\$ 3,097	
141	45-00	Insurance	\$ 17,552	Miles of Pipe	3%	97%	\$ 569	\$ 16,982	
142	46-00	Repairs & Maintenance	\$ 2,361,373	Miles of Pipe	3%	97%	\$ 76,618	\$ 2,284,754	
143	46-02	Repair/Maint Building	\$ 82,465	Miles of Pipe	3%	97%	\$ 2,676	\$ 79,789	
144	46-03	Repair/Maint - Vehicles	\$ 72,758	Miles of Pipe	3%	97%	\$ 2,361	\$ 70,397	
145	47-00	Printing & Binding	\$ 25	Miles of Pipe	3%	97%	\$ 1	\$ 24	
146	49-00	Other Charges & Oblig.	\$ 2,112	Miles of Pipe	3%	97%	\$ 69	\$ 2,043	
147	52-00	Operating Supplies	\$ 118,489	Miles of Pipe	3%	97%	\$ 3,845	\$ 114,644	
148	52-07	Janitorial Supplies	\$ 3,050	Miles of Pipe	3%	97%	\$ 99	\$ 2,951	
149	52-30	Fuel, Oil & Lubricants	\$ 75,344	Miles of Pipe	3%	97%	\$ 2,445	\$ 72,899	
150	53-00	Road Materials/Supplies	\$ 5,602	Miles of Pipe	3%	97%	\$ 182	\$ 5,420	
151	54-00	Membership/Publications	\$ 255	Miles of Pipe	3%	97%	\$ 8	\$ 247	
152	55-00	Training	\$ 3,649	Miles of Pipe	3%	97%	\$ 118	\$ 3,531	
153	Total Operating Expenditures		\$ 2,885,159				\$ 93,613	\$ 2,791,546	
154	TOTAL - 4025 WATER FIELD OPERATIONS		\$ 5,904,934				\$ 191,594	\$ 5,713,339	

Schedule 2 of 10

Customer Class Allocation - Base Year Net Revenue Requirement

A		B	C	D		E	F	G
				CUSTOMER ALLOCATION				
		Base Year Water Actuals	Allocation Factor (from Schedule 6 of 10)	Regional/ Retail	Retail Only	Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals	
155	4055 ENGINEERING							
156	Salaries & Benefits							
157	12-00 Regular Salaries & Wages	\$ 341,965	Weighted Total Water CIP	66%	34%	\$ 224,265	\$ 117,699	
158	12-12 Accrual Payouts	\$ 9,818	Weighted Total Water CIP	66%	34%	\$ 6,439	\$ 3,379	
159	13-00 Other Salaries & Wages	\$ 56,765	Weighted Total Water CIP	66%	34%	\$ 37,228	\$ 19,538	
160	14-00 Overtime	\$ 117	Weighted Total Water CIP	66%	34%	\$ 77	\$ 40	
161	21-00 FICA Taxes	\$ 31,089	Weighted Total Water CIP	66%	34%	\$ 20,389	\$ 10,700	
162	22-00 Retirement Contributions	\$ 29,989	Weighted Total Water CIP	66%	34%	\$ 19,667	\$ 10,322	
163	23-00 Life/Health Insurance	\$ 137,141	Weighted Total Water CIP	66%	34%	\$ 89,939	\$ 47,202	
164	24-00 Worker's Compensation	\$ 4,108	Weighted Total Water CIP	66%	34%	\$ 2,694	\$ 1,414	
165	26-00 OPEB Health Expense	\$ 17,755	Weighted Total Water CIP	66%	34%	\$ 11,644	\$ 6,111	
166	27-00 Cafeteria Plan	\$ 19,363	Weighted Total Water CIP	66%	34%	\$ 12,698	\$ 6,664	
167	Total Salaries & Benefits	\$ 648,109				\$ 425,039	\$ 223,070	
168	Operating Expenditures							
169	31-03 Engineering Services	\$ -	Weighted Total Water CIP	66%	34%	\$ -	\$ -	
170	34-00 Contract Services	\$ 65,229	Weighted Total Water CIP	66%	34%	\$ 42,778	\$ 22,451	
171	40-00 Travel & Per Diem	\$ 7	Weighted Total Water CIP	66%	34%	\$ 4	\$ 2	
172	41-00 Communication	\$ 2,541	Weighted Total Water CIP	66%	34%	\$ 1,666	\$ 874	
173	42-00 Postage & Freight	\$ 268	Weighted Total Water CIP	66%	34%	\$ 176	\$ 92	
174	45-00 Insurance	\$ 2,028	Weighted Total Water CIP	66%	34%	\$ 1,330	\$ 698	
175	46-00 Repairs & Maintenance	\$ 4,624	Weighted Total Water CIP	66%	34%	\$ 3,033	\$ 1,592	
176	46-03 Repair/Maint - Vehicles	\$ 3,302	Weighted Total Water CIP	66%	34%	\$ 2,165	\$ 1,136	
177	47-00 Printing & Binding	\$ 51	Weighted Total Water CIP	66%	34%	\$ 33	\$ 18	
178	49-00 Other Charges & Oblig.	\$ 632	Weighted Total Water CIP	66%	34%	\$ 414	\$ 218	
179	52-00 Operating Supplies	\$ 8,601	Weighted Total Water CIP	66%	34%	\$ 5,641	\$ 2,960	
180	52-30 Fuel, Oil & Lubricants	\$ 4,333	Weighted Total Water CIP	66%	34%	\$ 2,842	\$ 1,491	
181	54-00 Membership/Publications	\$ 316	Weighted Total Water CIP	66%	34%	\$ 207	\$ 109	
182	55-00 Training	\$ 520	Weighted Total Water CIP	66%	34%	\$ 341	\$ 179	
183	Total Operating Expenditures	\$ 92,452				\$ 60,631	\$ 31,821	
184	TOTAL - 4055 ENGINEERING	\$ 740,561				\$ 485,671	\$ 254,891	
185	4120 WATER RECLAMATION							
186	Salaries & Benefits							
187	12-00 Regular Salaries & Wages	\$ -	N/A	0%	0%	\$ -	\$ -	
188	12-12 Accrual Payouts	\$ -	N/A	0%	0%	\$ -	\$ -	
189	13-00 Other Salaries & Wages	\$ -	N/A	0%	0%	\$ -	\$ -	
190	14-00 Overtime	\$ -	N/A	0%	0%	\$ -	\$ -	
191	20-00 Clothing/Shoe Allowances	\$ -	N/A	0%	0%	\$ -	\$ -	
192	21-00 FICA Taxes	\$ -	N/A	0%	0%	\$ -	\$ -	
193	22-00 Retirement Contributions	\$ -	N/A	0%	0%	\$ -	\$ -	
194	23-00 Life/Health Insurance	\$ -	N/A	0%	0%	\$ -	\$ -	
195	24-00 Worker's Compensation	\$ -	N/A	0%	0%	\$ -	\$ -	
196	26-00 OPEB Health Expense	\$ -	N/A	0%	0%	\$ -	\$ -	
197	27-00 Cafeteria Plan	\$ -	N/A	0%	0%	\$ -	\$ -	
198	Total Salaries & Benefits	\$ -				\$ -	\$ -	
199	Operating Expenditures							

Schedule 2 of 10

Customer Class Allocation - Base Year Net Revenue Requirement

A		B	C	D		E	F	G
				CUSTOMER ALLOCATION				
		Base Year Water Actuals	Allocation Factor (from Schedule 6 of 10)	Regional/ Retail	Retail Only	Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals	
200	31-00 Professional Services	\$ -	N/A	0%	0%	\$ -	\$ -	
201	34-00 Contract Services	\$ -	N/A	0%	0%	\$ -	\$ -	
202	40-00 Travel & Per Diem	\$ -	N/A	0%	0%	\$ -	\$ -	
203	41-00 Communication	\$ -	N/A	0%	0%	\$ -	\$ -	
204	42-00 Postage & Freight	\$ -	N/A	0%	0%	\$ -	\$ -	
205	43-00 Electric/Water/Sewer Service	\$ -	N/A	0%	0%	\$ -	\$ -	
206	44-00 Rentals & Leases	\$ -	N/A	0%	0%	\$ -	\$ -	
207	45-00 Insurance	\$ -	N/A	0%	0%	\$ -	\$ -	
208	46-00 Repairs & Maintenance	\$ -	N/A	0%	0%	\$ -	\$ -	
209	46-02 Repair/Maint Building	\$ -	N/A	0%	0%	\$ -	\$ -	
210	46-03 Repair/Maint - Vehicles	\$ -	N/A	0%	0%	\$ -	\$ -	
211	49-00 Other Charges & Oblig.	\$ -	N/A	0%	0%	\$ -	\$ -	
212	52-00 Operating Supplies	\$ -	N/A	0%	0%	\$ -	\$ -	
213	52-07 Janitorial Supplies	\$ -	N/A	0%	0%	\$ -	\$ -	
214	52-30 Fuel, Oil & Lubricants	\$ -	N/A	0%	0%	\$ -	\$ -	
215	54-00 Membership/Publications	\$ -	N/A	0%	0%	\$ -	\$ -	
216	55-00 Training	\$ -	N/A	0%	0%	\$ -	\$ -	
217	Total Operating Expenditures	\$ -				\$ -	\$ -	
218	TOTAL - 4120 WATER RECLAMATION	\$ -				\$ -	\$ -	
219	4125 SEWER FIELD OPERATIONS							
220	Salaries & Benefits							
221	12-00 Regular Salaries & Wages	\$ -	N/A	0%	0%	\$ -	\$ -	
222	14-00 Overtime	\$ -	N/A	0%	0%	\$ -	\$ -	
223	20-00 Clothing/Shoe Allowances	\$ -	N/A	0%	0%	\$ -	\$ -	
224	21-00 FICA Taxes	\$ -	N/A	0%	0%	\$ -	\$ -	
225	22-00 Retirement Contributions	\$ -	N/A	0%	0%	\$ -	\$ -	
226	23-00 Life/Health Insurance	\$ -	N/A	0%	0%	\$ -	\$ -	
227	24-00 Worker's Compensation	\$ -	N/A	0%	0%	\$ -	\$ -	
228	26-00 OPEB Health Expense	\$ -	N/A	0%	0%	\$ -	\$ -	
229	27-00 Cafeteria Plan	\$ -	N/A	0%	0%	\$ -	\$ -	
230	Total Salaries & Benefits	\$ -				\$ -	\$ -	
231	Operating Expenditures							
232	34-00 Contract Services	\$ -	N/A	0%	0%	\$ -	\$ -	
233	40-00 Travel & Per Diem	\$ -	N/A	0%	0%	\$ -	\$ -	
234	41-00 Communication	\$ -	N/A	0%	0%	\$ -	\$ -	
235	42-00 Postage & Freight	\$ -	N/A	0%	0%	\$ -	\$ -	
236	43-00 Electric/Water/Sewer Service	\$ -	N/A	0%	0%	\$ -	\$ -	
237	44-00 Rentals & Leases	\$ -	N/A	0%	0%	\$ -	\$ -	
238	45-00 Insurance	\$ -	N/A	0%	0%	\$ -	\$ -	
239	46-00 Repairs & Maintenance	\$ -	N/A	0%	0%	\$ -	\$ -	
240	46-03 Repair/Maint - Vehicles	\$ -	N/A	0%	0%	\$ -	\$ -	
241	47-00 Printing & Binding	\$ -	N/A	0%	0%	\$ -	\$ -	
242	49-00 Other Charges & Oblig.	\$ -	N/A	0%	0%	\$ -	\$ -	
243	52-00 Operating Supplies	\$ -	N/A	0%	0%	\$ -	\$ -	
244	52-30 Fuel, Oil & Lubricants	\$ -	N/A	0%	0%	\$ -	\$ -	

Schedule 2 of 10

Customer Class Allocation - Base Year Net Revenue Requirement

A		B	C	D		E	F	G
				CUSTOMER ALLOCATION				
		Base Year Water Actuals	Allocation Factor (from Schedule 6 of 10)	Regional/ Retail	Retail Only	Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals	
245	53-00 Road Materials/Supplies	\$ -	N/A	0%	0%	\$ -	\$ -	
246	54-00 Membership/Publications	\$ -	N/A	0%	0%	\$ -	\$ -	
247	55-00 Training	\$ -	N/A	0%	0%	\$ -	\$ -	
248	Total Operating Expenditures	\$ -				\$ -	\$ -	
249	TOTAL - 4125 SEWER FIELD OPERATIONS	\$ -				\$ -	\$ -	
250	DEBT SERVICE							
251	Existing Senior Lien Debt Service							
252	Series 1999 Bond - Principal	\$ 1,128,355	Series 1999 Bonds	95%	5%	\$ 1,070,010	\$ 58,345	
253	Series 1999 Bond - Interest	\$ 187,336	Series 1999 Bonds	95%	5%	\$ 177,649	\$ 9,687	
254	Series 2003 - Principal	\$ 1,206,537	Series 2003 Bonds	95%	5%	\$ 1,145,591	\$ 60,946	
255	Series 2003 - Interest	\$ 618,012	Series 2003 Bonds	95%	5%	\$ 586,795	\$ 31,218	
256	Series 2009A Bonds - Principal	\$ -	Series 2009A Bonds	51%	49%	\$ -	\$ -	
257	Series 2009A Bonds - Interest	\$ 412,449	Series 2009A Bonds	51%	49%	\$ 210,421	\$ 202,028	
258	Series 2009B Bonds - Principal	\$ -	Series 2009B Bonds	95%	5%	\$ -	\$ -	
259	Series 2009B Bonds - Interest	\$ 569,723	Series 2009B Bonds	95%	5%	\$ 540,264	\$ 29,459	
260	Series 2010 BAB - Principal	\$ -	Series 2010 BAB	47%	53%	\$ -	\$ -	
261	Series 2010 BAB - Interest	\$ 1,866,313	Series 2010 BAB	47%	53%	\$ 880,993	\$ 985,320	
262	Series 2010 BAB - Subsidy	\$ (595,374)	Series 2010 BAB	47%	53%	\$ (281,046)	\$ (314,328)	
263	Total Existing Senior Lien Debt Service	\$ 5,393,351				\$ 4,330,677	\$ 1,062,675	
264	Existing Subordinate Debt Service							
265	SRL 517010 - Principal	\$ 295,504	SRL 517010	0%	100%	\$ -	\$ 295,504	
266	SRL 517010 - Interest	\$ 65,279	SRL 517010	0%	100%	\$ -	\$ 65,279	
267	SRL 517020 - Principal	\$ 230,751	SRL 517020	0%	100%	\$ -	\$ 230,751	
268	SRL 517020 - Interest	\$ 62,334	SRL 517020	0%	100%	\$ -	\$ 62,334	
269	SRL 517030 - Principal	\$ 521,267	SRL 517030	0%	100%	\$ -	\$ 521,267	
270	SRL 517030 - Interest	\$ 149,922	SRL 517030	0%	100%	\$ -	\$ 149,922	
271	SRL 202P - Principal	\$ -	SRL 202P	0%	100%	\$ -	\$ -	
272	SRL 202P - Interest	\$ -	SRL 202P	0%	100%	\$ -	\$ -	
273	SRL 517040 - Principal	\$ 99,534	SRL 517040	0%	100%	\$ -	\$ 99,534	
274	SRL 517040 - Interest	\$ 51,878	SRL 517040	0%	100%	\$ -	\$ 51,878	
275	SRL - 517050 - Principal	\$ 284,707	SRL 517050	0%	100%	\$ -	\$ 284,707	
276	SRL - 517050 - Interest	\$ 144,585	SRL 517050	0%	100%	\$ -	\$ 144,585	
277	SRL WW812030 - Principal	\$ -	SRL WW812030	0%	100%	\$ -	\$ -	
278	SRL WW812030 - Interest	\$ -	SRL WW812030	0%	100%	\$ -	\$ -	
279	SRL DW517060 - Principal	\$ 5,269	SRL DW517060	0%	100%	\$ -	\$ 5,269	
280	SRL DW517060 - Interest	\$ 2,799	SRL DW517060	0%	100%	\$ -	\$ 2,799	
281	Total Existing Subordinate Debt Service	\$ 1,913,829				\$ -	\$ 1,913,829	

Schedule 2 of 10

Customer Class Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E	F	G
		CUSTOMER ALLOCATION						
			Base Year Water Actuals	Allocation Factor (from Schedule 6 of 10)	Regional/ Retail	Retail Only	Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals
282	New Debt Service							
283	Imputed Annual Debt Service for CIP (From Schedule 10 of 10)	\$	508,172	Base Year Water CIP	66%	34%	\$ 333,266	\$ 174,906
284	Total New Debt Service	\$	508,172				\$ 333,266	\$ 174,906
285	TOTAL - DEBT SERVICE	\$	7,815,352				\$ 4,663,943	\$ 3,151,409
286	OTHER BELOW THE LINE EXPENSES							
287	Letters of Credit							
288	Suntrust Letter of Credit Draw #1 - Principal	\$	120,895	Retail Only	0%	100%	\$ -	\$ 120,895
289	Suntrust Letter of Credit Draw #1 - Interest	\$	7,379	Retail Only	0%	100%	\$ -	\$ 7,379
290	Suntrust Letter of Credit Draw #3 - Principal	\$	53,361	Retail Only	0%	100%	\$ -	\$ 53,361
291	Suntrust Letter of Credit Draw #3 - Interest	\$	3,252	Retail Only	0%	100%	\$ -	\$ 3,252
292	Suntrust Letter of Credit Draw #4 - Principal	\$	54,194	Retail Only	0%	100%	\$ -	\$ 54,194
293	Suntrust Letter of Credit Draw #4 - Interest	\$	3,044	Retail Only	0%	100%	\$ -	\$ 3,044
294	Suntrust Letter of Credit Draw #5 - Principal	\$	33,350	Retail Only	0%	100%	\$ -	\$ 33,350
295	Suntrust Letter of Credit Draw #5 - Interest	\$	2,878	Retail Only	0%	100%	\$ -	\$ 2,878
296	Total Letters of Credit	\$	278,353				\$ -	\$ 278,353
297	TOTAL - OTHER BELOW THE LINE EXPENSES	\$	278,353				\$ -	\$ 278,353
298	OTHER USES							
299	Cash Funded Capital							
300	Imputed Cash Funded CIP (From Schedule 10 of 10)	\$	4,143,909	Base Year Water CIP	66%	34%	\$ 2,717,634	\$ 1,426,275
301	Total Cash Funded Capital	\$	4,143,909				\$ 2,717,634	\$ 1,426,275
302	Loss: Capital Offsets							
303	Contributed Capital Funds Used for CIP in Current FY	\$	-	Regional / Retail	100%	0%	\$ -	\$ -
304	Water Impact Fees Used for Payment of Debt	\$	(1,435,760)	Water Impact Fees	40%	60%	\$ (580,385)	\$ (855,375)
305	Sewer Impact Fees Used for Payment of Debt	\$	-	N/A	0%	0%	\$ -	\$ -
306	Water Projects Paid with Impact Fees	\$	-	Water Impact Fees	40%	60%	\$ -	\$ -
307	Sewer Projects Paid with Impact Fees	\$	-	N/A	0%	0%	\$ -	\$ -
308	Total Capital Offsets	\$	(1,435,760)				\$ (580,385)	\$ (855,375)
309	Use of Fund Balance							
310	Reserve Fund Balance Used for Cash Flow Deficit	\$	-	Weighted Total Water O&M	57%	43%	\$ -	\$ -
311	Total Use of Fund Balance	\$	-				\$ -	\$ -
312	TOTAL - OTHER USES	\$	2,708,149				\$ 2,137,248	\$ 570,901
313	OFFSETTING REVENUES							
314	Other Operating Revenue							
315	Water Connection Fee	\$	(442,243)	Retail Only	0%	100%	\$ -	\$ (442,243)
316	Water Hydrant Fees	\$	(2,776,051)	Retail Only	0%	100%	\$ -	\$ (2,776,051)
317	Hydrant Resid Flow Test	\$	(5,000)	Retail Only	0%	100%	\$ -	\$ (5,000)
318	Backflow Device Test	\$	(181,076)	Retail Only	0%	100%	\$ -	\$ (181,076)
319	Jumper Meters	\$	(2,000)	Retail Only	0%	100%	\$ -	\$ (2,000)
320	Plan Review / Const Inspect	\$	(30,500)	Weighted Total Water O&M	57%	43%	\$ (17,363)	\$ (13,137)
321	Backflow PRV/RLCT Temp	\$	(970)	Retail Only	0%	100%	\$ -	\$ (970)
322	Sewer Grease Trap Permits	\$	-	N/A	0%	0%	\$ -	\$ -
323	Sewer Connection Fee	\$	-	N/A	0%	0%	\$ -	\$ -

Schedule 2 of 10

Customer Class Allocation - Base Year Net Revenue Requirement

A		B	C	D	E	F	G
			CUSTOMER ALLOCATION				
		Base Year Water Actuals	Allocation Factor (from Schedule 6 of 10)	Regional/ Retail	Retail Only	Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals
324	Reuse Water Installation	\$ -	N/A	0%	0%	\$ -	\$ -
325	362 - Rents and Royalties	\$ (1,084)	Weighted Total Water O&M	57%	43%	\$ (617)	\$ (467)
326	364 - Sale of Fixed Assets	\$ (122,150)	Weighted Total Water O&M	57%	43%	\$ (69,536)	\$ (52,614)
327	365 - Sale of Surplus Scrap	\$ (5,860)	Weighted Total Water O&M	57%	43%	\$ (3,336)	\$ (2,524)
328	369 - Other Misc. Revenues	\$ (56,524)	Weighted Total Water O&M	57%	43%	\$ (32,177)	\$ (24,347)
328	Net Inc/Dec - FMV Investment	\$ 55,101	Weighted Total Water O&M	57%	43%	\$ 31,367	\$ 23,734
329	Total Other Operating Revenue	\$ (3,568,358)				\$ (91,662)	\$ (3,476,695)
330	Interest Income						
331	Interest Income	\$ (207,225)	Weighted Total Water O&M	57%	43%	\$ (117,967)	\$ (89,258)
332	Total Interest Income	\$ (207,225)				\$ (117,967)	\$ (89,258)
333	TOTAL - OFFSETTING REVENUES	\$ (3,775,583)				\$ (209,629)	\$ (3,565,954)
334	Total	\$ 38,842,400				\$ 22,111,767	\$ 16,730,633
						56.9%	

(1) Contributed Capital Funds Used for CIP in Current FY will be allocated according to the nature of the project.

	A	B	C	D	E	F
1	Water Sold (mgd)			Regional/ Retail Cost Pool	Regional Cost Pool	Retail Cost Pool
2	Total Demand			28.244	7.000	21.244
3	Allocation Factor	Variable			24.78%	75.22%
4	Total Capacity			39.64	7.00	32.64
5	Allocation Factor	Fixed			17.66%	82.34%
6	Net Revenue Requirement					
7	O&M Costs - Fixed	Fixed		\$ 10,254,945	\$ 1,811,023	\$ 8,443,922
8	O&M Costs - Variable	Variable		\$ 5,265,260	\$ 1,304,731	\$ 3,960,529
9	Cash Funded Capital	Fixed		\$ 2,717,634	\$ 479,934	\$ 2,237,700
10	Total Cash Expenditures			\$ 18,237,839	\$ 3,595,688	\$ 14,642,151
11	Less: Offsets					
12	Other Operating Revenue	Fixed		\$ (91,662)	\$ (16,188)	\$ (75,475)
13	Capital Offsets	Fixed		\$ (580,385)	\$ (102,496)	\$ (477,889)
14	Interest Income	Fixed		\$ (117,967)	\$ (20,833)	\$ (97,134)
15	Net Revenue Requirement Before ROR, Debt Service, & Storage Fee			\$ 17,447,825	\$ 3,456,171	\$ 13,991,653
16	Plus: ROR to Cocoa (Paid by Regional Customers)	ROR %	6.0%	\$ 186,945	\$ 186,945	
17	Net Revenue Requirement Before Debt Service, & Storage Fee with ROR			\$ 17,634,769	\$ 3,643,116	\$ 13,991,653
18	Annual Debt Service & Coverage Requirement	DS Covg Req	Addl Covg Req			
19	Existing Senior Lien Debt Service	1.10	\$ 433,068	\$ 4,330,677		
20	Existing Subordinate Debt Service	1.20	-	-		
21	New Debt Service	1.10	33,327	\$ 333,266		
22	Letters of Credit	0	-	-		
23	Debt Service Coverage Requirement Less Cash Funded Capital (Min \$0)		\$ 466,395	\$ -		
24	Total Annual Debt Service & Coverage Requirement	Fixed		\$ 4,663,943	\$ 823,652	\$ 3,840,291
25	Net Revenue Requirement Before Storage Fee			\$ 22,298,712	\$ 4,466,768	\$ 17,831,944
26	Storage Fee	Fixed		\$ 853,000	\$ 150,640	\$ 702,360
27	Base Year Net Revenue Requirement Including Storage Fee			\$ 23,151,712	\$ 4,617,408	\$ 18,534,304
28	Regional Fixed Charge and Regional Usage Rate Calculation:					
29	Allocation to Fixed and Variable Revenue Requirements			Regional Cost Pool	Fixed	Variable
31	O&M Costs - Fixed	Fixed		\$ 1,811,023	\$ 1,811,023	\$ -
32	O&M Costs - Variable	Variable		\$ 1,304,731	\$ -	\$ 1,304,731
33	Cash Funded Capital	Fixed		\$ 479,934	\$ 479,934	\$ -
34	Less: Offsets					
35	Other Operating Revenue	Fixed		\$ (16,188)	\$ (16,188)	\$ -
36	Capital Offsets	Fixed		\$ (102,496)	\$ (102,496)	\$ -
37	Interest Income	Fixed		\$ (20,833)	\$ (20,833)	\$ -
38	Plus: ROR to Cocoa (Paid by Regional Customers)	Weighted O&M		\$ 186,945	\$ 108,661	\$ 78,284
39	Debt Service	Fixed		\$ 823,652	\$ 823,652	\$ -
40	Storage Fee	Fixed		\$ 150,640	\$ 150,640	\$ -
41	Total			\$ 4,617,408	3,234,393	1,383,015
42	Monthly Regional Fixed Charge Calculation					
43	Regional Net Revenue Requirement Including Storage Fee Restated and Apportioned to Fixed and Variable Components			\$ 4,617,408	\$ 3,234,393	\$ 1,383,015
44	Capacity (mgd)				7.00	NA
45	Annual Regional Fixed Charge per mgd of Phase 3 Capacity				\$ 462,056	NA
46	Base Year Regional Fixed Charge per mgd of Phase 3 Capacity				\$ 38,505	
47	Apply Current Year Cocoa Rate Adjustment				5.00%	
48	Current Year Regional Fixed Charge per mgd of Phase 3 Capacity				\$ 40,430	
49	Regional Usage Rate Calculation					
50	Total Annual Regional Customer Demand		in mg	2,555	in kgals	2,555,000
51	Base Year Regional Usage Rate per kgal				\$	0.54
52	Apply Current Year Cocoa Rate Adjustment					5.00%
53	Current Year Regional Usage Rate per kgal				\$	0.57
54	Note: This Phase 3 Rate Calculation is presented only to demonstrate how the Phase 3 rates would be calculated for Phase 3, when that time comes, but using Phase 2 costs and capacities. In Phase 3, the calculation of the Net Revenue Requirement for the Regional/Retail Cost pool will be done similar to Phase 2, as can be seen above the double line above, with certain exceptions: O&M costs are broken down as fixed and variable, and while the variable costs are allocated based on Total Demand as in Phase 2, the fixed costs are allocated on Total Capacity. The Phase 3 allocation to fixed and variable rate components and the fixed charge and usage rate calculations are presented above, but these calculations use the Phase 2 regional demand and capacity for demonstration purposes. When Phase 3 rates are calculated, Phase 3 demand and capacities should be used.					
55	Note: Slight variances may occur due to rounding.					

Schedule 4 of 10

Service Allocation Factors

A		B		C	D		E
Service Allocation Factors		Water	Sewer/ Reuse		Water	Sewer/ Reuse	
1	Water Only	100.0%	0.0%		100.0%	0.0%	
2	Sewer / Reuse Only	0.0%	100.0%		0.0%	100.0%	
3	Base Year Accounts	89.6%	10.4%		80,110	9,348	
4	Water Admin Insurance	83.1%	16.9%		\$264,825	\$53,816	
5	Water Field Operations PS	99.0%	1.0%		\$1,711,936	\$16,494	
6	Series 1999 Bonds	96.4%	3.6%		96.4%	3.6%	
7	Series 2003 Bonds	96.5%	3.5%		96.5%	3.5%	
8	Series 2009A Bonds	93.5%	6.5%		93.5%	6.5%	
9	Series 2009B Bonds	96.4%	3.6%		96.4%	3.6%	
10	Series 2010 BAB	100.0%	0.0%		100.0%	0.0%	
11	SRL 517010	100.0%	0.0%		100.0%	0.0%	
12	SRL 517020	100.0%	0.0%		100.0%	0.0%	
13	SRL 517030	100.0%	0.0%		100.0%	0.0%	
14	SRL 202P	0.0%	100.0%		0.0%	100.0%	
15	SRL 517040	100.0%	0.0%		100.0%	0.0%	
16	SRL 517050	100.0%	0.0%		100.0%	0.0%	
17	SRL WW812030	0.0%	100.0%		0.0%	100.0%	
18	SRL DW517060	100.0%	0.0%		100.0%	0.0%	
19	Base Year CIP	88.2%	11.8%		\$13,212,775	\$1,765,356	
20	Weighted 5-Year CIP	88.2%	11.8%		\$85,802,728	\$11,464,085	
21	Weighted Total O&M Expense	83.4%	16.6%		\$38,842,400	\$7,744,667	
22	N/A	0.0%	0.0%		0	0	

Schedule 5 of 10

Allocation Factors - Staff Estimates

	A	B	C	D	E	F	G	H
1	Water Admin Insurance cost (45-00) to Water vs Sewer							
2	Water	\$264,825	83.1%					
3	Sewer	\$53,816	16.9%					
4	Total Water Cost	\$318,641	100.0%					
5	Water Field Operations (4025) PS cost to Water vs Sewer							
6	Water Field Operations Manager Salary	\$99,220		Allocation Factor	Water	Sewer	Water \$	Sewer \$
7	All Other Water Field Operations salaries	\$1,629,210		Weighted Total O&M Expense	83%	17%	\$82,726	\$16,494
8	Total Water Cost	\$1,728,430		Water Only	100%	0%	\$1,629,210	\$0
							\$1,711,936	\$16,494
							99.0%	1.0%
9	Miles of Pipe for Water/Sewer/Reclaimed							
10	Potable Water	1,341	87.0%					
11	Wastewater	125	8.1%					
12	Reclaimed	75	4.9%					
13	Total Miles of Pipe	1,541	100.0%					
14	Miles of Pipe for Raw Water/Transmission & Distribution							
15	Raw Water	50	3.2%					
16	Transmission/Distribution (All Other Pipe)	1,491	96.8%					
17	Total Miles of Pipe	1,541	100.0%					

Schedule 6 of 10

Customer Class Allocation Factors

A		B		C	D		E
Customer Allocation Factors		Regional/ Retail	Retail Only		Regional/ Retail	Retail Only	
1	Regional / Retail	100.0%	0.0%		100%	0%	
2	Retail Only	0.0%	100.0%		0%	100%	
3	Miles of Pipe	3.2%	96.8%		50	1,491	
4	Series 1999 Bonds	94.8%	5.2%		94.8%	5.2%	
5	Series 2003 Bonds	94.9%	5.1%		94.9%	5.1%	
6	Series 2009A Bonds	51.0%	49.0%		51.0%	49.0%	
7	Series 2009B Bonds	94.8%	5.2%		94.8%	5.2%	
8	Series 2010 BAB	47.2%	52.8%		47.2%	52.8%	
9	SRL 517010	0.0%	100.0%		0.0%	100.0%	
10	SRL 517020	0.0%	100.0%		0.0%	100.0%	
11	SRL 517030	0.0%	100.0%		0.0%	100.0%	
12	SRL 202P	0.0%	100.0%		0.0%	100.0%	
13	SRL 517040	0.0%	100.0%		0.0%	100.0%	
14	SRL 517050	0.0%	100.0%		0.0%	100.0%	
15	SRL WW812030	0.0%	100.0%		0.0%	100.0%	
16	SRL DW517060	0.0%	100.0%		0.0%	100.0%	
17	Water Impact Fees	40.4%	59.6%		\$156,552,131	\$230,727,226	
18	Base Year Water CIP	65.6%	34.4%		\$8,665,123	\$4,547,652	
19	Weighted Total Water CIP	65.6%	34.4%		\$56,270,632	\$29,532,096	
20	Weighted Total Water O&M	56.9%	43.1%		\$22,111,767	\$16,730,633	
21	N/A	0.0%	0.0%		0	0	

(1) Water System Impact Fee allocation based upon allocation of the impact fees to Treatment and Supply (Regional/Retail Cost Pool) and Transmission and Pumping and Storage (Retail Only Cost Pool).

Project Description	CIP	Allocation Factor	Water	Sewer/ Reuse	5-Year Water CIP	5-Year Sewer/ Reuse CIP
1515 Field Services						
Meter reading Hand Held Utility Usage Reading Capture Devices	\$ 108,830	Water Only	100%	0%	\$ 108,830	\$ -
4020 Dyal Plant						
FY2021 SCADA Design Programming (Water Capital Project)	\$ 50,648	Water Only	100%	0%	\$ 50,648	\$ -
New gas generator, transfer switch and pad	\$ 20,257	Water Only	100%	0%	\$ 20,257	\$ -
Replace Champion Grader Model 710A	\$ 131,670	Water Only	100%	0%	\$ 131,670	\$ -
Replace Slope Mower	\$ 89,709	Water Only	100%	0%	\$ 89,709	\$ -
Replacement of vehicle #03 (2008 Ford F250)	\$ 38,671	Water Only	100%	0%	\$ 38,671	\$ -
Replacement of vehicle #121 (2007 Ford F250 UTILITY)	\$ 38,671	Water Only	100%	0%	\$ 38,671	\$ -
Replacement of vehicle #130 (2010 Ford F250 UTILITY)	\$ 39,956	Water Only	100%	0%	\$ 39,956	\$ -
Replacement of vehicle #23 (2009 Ford F250 UTILITY)	\$ 39,956	Water Only	100%	0%	\$ 39,956	\$ -
Replacement of vehicle #47 (1996 Ford LNT8000)	\$ 280,475	Water Only	100%	0%	\$ 280,475	\$ -
Replacement of vehicle #78 (2004 Ford F250 UTILITY)	\$ 38,671	Water Only	100%	0%	\$ 38,671	\$ -
Replacement of vehicle #94 (2005 Ford F250 UTILITY)	\$ 38,671	Water Only	100%	0%	\$ 38,671	\$ -
4025 Water Field Operations						
Fortenberry / Plumosa Intersection Impro	\$ 49,443	Water Only	100%	0%	\$ 49,443	\$ -
New cement mixer and dispenser (2017 Cemen Tech Volumetric Mixer SCD4.5-50)	\$ 31,977	Water Only	100%	0%	\$ 31,977	\$ -
New vehicle (2017 Ford F250)	\$ 15,868	Water Only	100%	0%	\$ 15,868	\$ -
New vehicle (2017 Ford F450)	\$ 33,231	Water Only	100%	0%	\$ 33,231	\$ -
New Vehicle (2017 Ford Transit VAN) 1 of 4	\$ 12,058	Water Only	100%	0%	\$ 12,058	\$ -
New Vehicle (2017 Ford Transit VAN) 2 of 4	\$ 12,058	Water Only	100%	0%	\$ 12,058	\$ -
New Vehicle (2017 Ford Transit VAN) 3 of 4	\$ 12,058	Water Only	100%	0%	\$ 12,058	\$ -
New Vehicle (2017 Ford Transit VAN) 4 of 4	\$ 12,058	Water Only	100%	0%	\$ 12,058	\$ -
New Vehicle (2017 McLaughlin VX50-500 Hydro Excavator)	\$ 43,408	Water Only	100%	0%	\$ 43,408	\$ -
Replacement of vehicle #06 (2008 Ford F550 SD)	\$ 33,810	Water Only	100%	0%	\$ 33,810	\$ -
Replacement of vehicle #07 (2008 Ford F550 SD)	\$ 33,231	Water Only	100%	0%	\$ 33,231	\$ -
Replacement of vehicle #08 (2008 Ford F550 SD)	\$ 33,231	Water Only	100%	0%	\$ 33,231	\$ -
Replacement of vehicle #104 (2008 Ford F550 SD)	\$ 17,255	Water Only	100%	0%	\$ 17,255	\$ -
Replacement of vehicle #106 (2008 Ford F450 Dump)	\$ 84,030	Water Only	100%	0%	\$ 84,030	\$ -
Replacement of vehicle #108 (2003 Chevy 3500HD)	\$ 49,767	Water Only	100%	0%	\$ 49,767	\$ -
Replacement of vehicle #13 (2006 Ford F250 UTILITY)	\$ 17,255	Water Only	100%	0%	\$ 17,255	\$ -
Replacement of vehicle #15 (2009 Ford F250 UTILITY)	\$ 42,744	Water Only	100%	0%	\$ 42,744	\$ -
Replacement of vehicle #171 (2001 Ford F450 Dump)	\$ 33,231	Water Only	100%	0%	\$ 33,231	\$ -
Replacement of vehicle #174 (2009 Ford F250 Utility)	\$ 42,744	Water Only	100%	0%	\$ 42,744	\$ -
Replacement of vehicle #25 (2008 Ford F550 SD)	\$ 82,396	Water Only	100%	0%	\$ 82,396	\$ -
Replacement of vehicle #29 (2002 Ford F450 Dump)	\$ 79,543	Water Only	100%	0%	\$ 79,543	\$ -
Replacement of vehicle #32 (2002 Ford F450 Dump)	\$ 80,665	Water Only	100%	0%	\$ 80,665	\$ -
Replacement of vehicle #52 (2011 Ford F250 UTILITY)	\$ 42,156	Water Only	100%	0%	\$ 42,156	\$ -
Replacement of vehicle #55 (2009 Ford F250 UTILITY)	\$ 43,137	Water Only	100%	0%	\$ 43,137	\$ -
Replacement of vehicle #80 (2006 Ford F350)	\$ 18,762	Water Only	100%	0%	\$ 18,762	\$ -
Replacement of vehicle #92 (2008 Ford F350 Utility)	\$ 87,853	Water Only	100%	0%	\$ 87,853	\$ -
4055 Engineering						
14" AC Raw Water Pipeline Upgrade and Well 17 Area Isolation Valves - Phase I	\$ 2,682,712	Water Only	100%	0%	\$ 2,682,712	\$ -
Capital Plan Update	\$ 451,440	Weighted 5-Year CIP	88%	12%	\$ 398,232	\$ 53,208
DS-31 Chase Hammock Rd Looping - Construction	\$ 1,014,144	Water Only	100%	0%	\$ 1,014,144	\$ -

A		B	C	D	E	F	G
Project Description		CIP	Allocation Factor	Water	Sewer/ Reuse	5-Year Water CIP	5-Year Sewer/ Reuse CIP
46	DS-39 Merritt Island In-line Booster Pump Station	\$ 1,565,651	Water Only	100%	0%	\$ 1,565,651	\$ -
47	DS-49 East Peachtree Pipeline	\$ 178,780	Water Only	100%	0%	\$ 178,780	\$ -
48	DS-51 Florida Ave WM Replacement / Complete Streets	\$ 820,940	Water Only	100%	0%	\$ 820,940	\$ -
49	DS-53 Indian River Water Main Replacement	\$ 24,115	Water Only	100%	0%	\$ 24,115	\$ -
50	DS-56 Banana River Tank Improvements	\$ 4,999,916	Water Only	100%	0%	\$ 4,999,916	\$ -
51	DS-60 Banana River and Viera Pump Station Improvements - Design	\$ 73,959	Water Only	100%	0%	\$ 73,959	\$ -
52	DS-63 Marlin Manor Pipeline Improvements	\$ 2,288,675	Water Only	100%	0%	\$ 2,288,675	\$ -
53	Dyal Chemical Conversion & Reliability Improvement Project	\$ 9,237,327	Water Only	100%	0%	\$ 9,237,327	\$ -
54	Fiber Optic Cable from Dyal WTP to Wewa WTP	\$ 1,313,790	Water Only	100%	0%	\$ 1,313,790	\$ -
55	Fiber Optic Cable from Police Department to Dyal WTP	\$ 332,792	Water Only	100%	0%	\$ 332,792	\$ -
56	Force Main Repairs	\$ 224,541	Water Only	100%	0%	\$ 224,541	\$ -
57	FY2017 SCADA Design Programming (Clearwell)	\$ 28,938	Water Only	100%	0%	\$ 28,938	\$ -
58	FY2018 SCADA Design Programming (CCRIP, Sulfurator, Port GST, Merritt Island Booster)	\$ 141,048	Water Only	100%	0%	\$ 141,048	\$ -
59	FY2019 SCADA Design Programming (HSP Diesel Gen, HSP VFD)	\$ 68,546	Water Only	100%	0%	\$ 68,546	\$ -
60	FY2020 SCADA Design Programming (Water Capital Project)	\$ 134,628	Water Only	100%	0%	\$ 134,628	\$ -
61	Gravity Sewer Replacement Project	\$ 303,854	Sewer / Reuse Only	0%	100%	\$ -	\$ 303,854
62	LCP 1 Relocation	\$ 224,380	Sewer / Reuse Only	0%	100%	\$ -	\$ 224,380
63	Lift Station 1 Replacement	\$ 799,698	Sewer / Reuse Only	0%	100%	\$ -	\$ 799,698
64	Lift Station 17 Replacement	\$ 337,616	Sewer / Reuse Only	0%	100%	\$ -	\$ 337,616
65	Lift Station 19 Replacement	\$ 822,782	Sewer / Reuse Only	0%	100%	\$ -	\$ 822,782
66	Lift Station Control Panel Replacement Project 1	\$ 228,485	Sewer / Reuse Only	0%	100%	\$ -	\$ 228,485
67	Lift Station Control Panel Replacement Project 2	\$ 448,760	Sewer / Reuse Only	0%	100%	\$ -	\$ 448,760
68	Lift Station Control Panel Replacement Project 3	\$ 337,653	Sewer / Reuse Only	0%	100%	\$ -	\$ 337,653
69	Lift Station Wetwell Rehabilitation	\$ 235,080	Sewer / Reuse Only	0%	100%	\$ -	\$ 235,080
70	Michigan Ave. Force Main (New Pipe)	\$ 753,472	Water Only	100%	0%	\$ 753,472	\$ -
71	Package System PLC Upgrade - Belt Filter Press	\$ 33,762	Water Only	100%	0%	\$ 33,762	\$ -
72	Package System PLC Upgrade - Cal Flow	\$ 33,762	Water Only	100%	0%	\$ 33,762	\$ -
73	Package System PLC Upgrade - Ozone System	\$ 662,607	Water Only	100%	0%	\$ 662,607	\$ -
74	Replacement of MCC 7 & 8	\$ 560,950	Sewer / Reuse Only	0%	100%	\$ -	\$ 560,950
75	Utilities Program Management	\$ 7,149,251	Weighted 5-Year CIP	88%	12%	\$ 6,306,624	\$ 842,627
76	WS-03 Piggling and Flushing Improvements for Raw Water Pipelines	\$ 444,872	Water Only	100%	0%	\$ 444,872	\$ -
77	WS-05 54 inch Redundant Pipe to Dyal	\$ 929,351	Water Only	100%	0%	\$ 929,351	\$ -
78	WS-09 42 inch New Pipeline West of W7A to Dallas Wewa	\$ 8,540,776	Water Only	100%	0%	\$ 8,540,776	\$ -
79	WS1001 Industrial Park Pump Station Improvements	\$ 234,283	Water Only	100%	0%	\$ 234,283	\$ -
80	WS1117 System Software Upgrade at Dyal	\$ 2,101,066	Water Only	100%	0%	\$ 2,101,066	\$ -
81	WS1201 Pipe Infrastructure Assessment and Replacement	\$ 15,716,147	Water Only	100%	0%	\$ 15,716,147	\$ -
82	WS1210 Water Capital Plan - 5-year Updates	\$ 385,846	Weighted 5-Year CIP	88%	12%	\$ 340,370	\$ 45,477
83	WS1309 SR-520 Water Main Replacement	\$ 839,917	Water Only	100%	0%	\$ 839,917	\$ -
84	WS-19 Raw Water Well Rehabilitation	\$ 1,191,542	Water Only	100%	0%	\$ 1,191,542	\$ -
85	WT-02 Separation of Groundwater and Surface Water Clear Well	\$ 3,913,117	Water Only	100%	0%	\$ 3,913,117	\$ -
86	WT-17 High Service Pump Station VFD	\$ 389,989	Water Only	100%	0%	\$ 389,989	\$ -
87	WT-51 Sulfurator	\$ 3,091,217	Water Only	100%	0%	\$ 3,091,217	\$ -
88	WT-52 Surge Tank Assessment and / or Replacement at Dyal	\$ 1,570,808	Water Only	100%	0%	\$ 1,570,808	\$ -
89	WT-54 Tier 4 Generator Improvements	\$ 3,621,325	Water Only	100%	0%	\$ 3,621,325	\$ -
90	WT-56 Dyal Surface Water Filters Canopy and Enclosure	\$ 509,873	Water Only	100%	0%	\$ 509,873	\$ -
91	WT-57 Dyal HSP #4 Tier 4 Diesel Engine Replacement	\$ 991,357	Water Only	100%	0%	\$ 991,357	\$ -
92	WT-62 Dyal TTHM Prevention and/or Reduction	\$ 131,645	Water Only	100%	0%	\$ 131,645	\$ -
93	WT-63 Replacement of Dyal Finished Water Steel GST	\$ 718,016	Water Only	100%	0%	\$ 718,016	\$ -
94	WT-CO Ozone Improvements (Generator Replacement, Chiller Replacement, Contactor Improven	\$ 5,247,947	Water Only	100%	0%	\$ 5,247,947	\$ -
95	4120 Water Reclamation						
96	Bracco Pond Aeration	\$ 224,918	Sewer / Reuse Only	0%	100%	\$ -	\$ 224,918

Schedule 7 of 10

Service Allocation - Capital Improvement Program (CIP)

A		B	C	D	E	F	G
Project Description		CIP	Allocation Factor	Water	Sewer/ Reuse	5-Year Water CIP	5-Year Sewer/ Reuse CIP
97	Bracco Pond Interconnect	\$ 43,408	Sewer / Reuse Only	0%	100%	\$ -	\$ 43,408
98	CMMS Update and Electronic O&M Manual	\$ 48,231	Sewer / Reuse Only	0%	100%	\$ -	\$ 48,231
99	Jerry Sellers WRF Generator Stack Replacement	\$ 36,173	Sewer / Reuse Only	0%	100%	\$ -	\$ 36,173
100	Mud Lake Wetlands	\$ 1,090,069	Sewer / Reuse Only	0%	100%	\$ -	\$ 1,090,069
101	Replacement of vehicle #42 (2006 Ford E250 VAN)	\$ 34,544	Sewer / Reuse Only	0%	100%	\$ -	\$ 34,544
102	Valve Identification Project	\$ 28,938	Sewer / Reuse Only	0%	100%	\$ -	\$ 28,938
103	Water Reclamation Fleet E250 Van	\$ 34,544	Sewer / Reuse Only	0%	100%	\$ -	\$ 34,544
104	4125 Sewer Field Operations						
105	CIPP Rehabilitation Phase 2	\$ 192,923	Sewer / Reuse Only	0%	100%	\$ -	\$ 192,923
106	CIPP Rehabilitation Phase 3	\$ 470,161	Sewer / Reuse Only	0%	100%	\$ -	\$ 470,161
107	CIPP Rehabilitation Phase 4	\$ 456,970	Sewer / Reuse Only	0%	100%	\$ -	\$ 456,970
108	CIPP Rehabilitation Phase 5	\$ 448,760	Sewer / Reuse Only	0%	100%	\$ -	\$ 448,760
109	CIPP Rehabilitation Phase 6	\$ 337,653	Sewer / Reuse Only	0%	100%	\$ -	\$ 337,653
110	Electrical Wire and Conduit Replacement	\$ 192,923	Sewer / Reuse Only	0%	100%	\$ -	\$ 192,923
111	Jerry Sellers WRF Flow Improvements	\$ 482,308	Sewer / Reuse Only	0%	100%	\$ -	\$ 482,308
112	Lift Station 4 Replacement	\$ 38,585	Sewer / Reuse Only	0%	100%	\$ -	\$ 38,585
113	Lift Station Mechanical Improvements	\$ 610,431	Sewer / Reuse Only	0%	100%	\$ -	\$ 610,431
114	Replacement of MCC 1-6	\$ 192,923	Sewer / Reuse Only	0%	100%	\$ -	\$ 192,923
115	Replacement of vehicle #53 (2009 Ford F250 UTILITY)	\$ 32,161	Sewer / Reuse Only	0%	100%	\$ -	\$ 32,161
116	Replacement of vehicle #54 (2005 Ford E250 VAN)	\$ 17,078	Sewer / Reuse Only	0%	100%	\$ -	\$ 17,078
117	Replacement of vehicle #85 (2001 Ford F450 DUMP)	\$ 64,070	Sewer / Reuse Only	0%	100%	\$ -	\$ 64,070
118	RTU Replacement	\$ 714,925	Sewer / Reuse Only	0%	100%	\$ -	\$ 714,925
119	Sewer Cleaning	\$ 96,462	Sewer / Reuse Only	0%	100%	\$ -	\$ 96,462
120	WFO Sewer E250 Van	\$ 17,078	Sewer / Reuse Only	0%	100%	\$ -	\$ 17,078
121	WFO Sewer F250 Utility Ford	\$ 32,161	Sewer / Reuse Only	0%	100%	\$ -	\$ 32,161
122	WFO Sewer F450 Dump Ford	\$ 64,070	Sewer / Reuse Only	0%	100%	\$ -	\$ 64,070
123	WFO Sewer GU813 Mack	\$ 221,051	Sewer / Reuse Only	0%	100%	\$ -	\$ 221,051
124		\$ -	Sewer / Reuse Only	0%	100%	\$ -	\$ -
125	UNSPECIFIED FUTURE PROJECTS	\$ -	Sewer / Reuse Only	0%	100%	\$ -	\$ -
Total		\$ 97,266,813				\$ 85,802,728	\$ 11,464,085

Schedule 8 of 10

Customer Class Allocation - Capital Improvement Program (CIP)

		A	B	C	D	E	F	G
Project Description		5-Year Water CIP	Allocation Factor	Regional/ Retail	Retail Only	5-Year Regional/ Retail CIP	5-Year Retail Only CIP	
1	1515 Field Services							
2	Meter reading Hand Held Utility Usage Reading Capture Devices	\$ 108,830	Retail Only	0%	100%	\$ -	\$ 108,830.49	
3	4020 Dyal Plant							
4	FY2021 SCADA Design Programming (Water Capital Project)	\$ 50,648	Regional / Retail	100%	0%	\$ 50,648	\$ -	
5	New gas generator, transfer switch and pad	\$ 20,257	Regional / Retail	100%	0%	\$ 20,257	\$ -	
6	Replace Champion Grader Model 710A	\$ 131,670	Regional / Retail	100%	0%	\$ 131,670	\$ -	
7	Replace Slope Mower	\$ 89,709	Regional / Retail	100%	0%	\$ 89,709	\$ -	
8	Replacement of vehicle #03 (2008 Ford F250)	\$ 38,671	Regional / Retail	100%	0%	\$ 38,671	\$ -	
9	Replacement of vehicle #121 (2007 Ford F250 UTILITY)	\$ 38,671	Regional / Retail	100%	0%	\$ 38,671	\$ -	
10	Replacement of vehicle #130 (2010 Ford F250 UTILITY)	\$ 39,956	Regional / Retail	100%	0%	\$ 39,956	\$ -	
11	Replacement of vehicle #23 (2009 Ford F250 UTILITY)	\$ 39,956	Regional / Retail	100%	0%	\$ 39,956	\$ -	
12	Replacement of vehicle #47 (1996 Ford LNT8000)	\$ 280,475	Regional / Retail	100%	0%	\$ 280,475	\$ -	
13	Replacement of vehicle #78 (2004 Ford F250 UTILITY)	\$ 38,671	Regional / Retail	100%	0%	\$ 38,671	\$ -	
14	Replacement of vehicle #94 (2005 Ford F250 UTILITY)	\$ 38,671	Regional / Retail	100%	0%	\$ 38,671	\$ -	
15	4025 Water Field Operations							
16	Fortenberry / Plumosa Intersection Impro	\$ 49,443	Retail Only	0%	100%	\$ -	\$ 49,443	
17	New cement mixer and dispenser (2017 Cemen Tech Volumetric Mix)	\$ 31,977	Retail Only	0%	100%	\$ -	\$ 31,977	
18	New vehicle (2017 Ford F250)	\$ 15,868	Retail Only	0%	100%	\$ -	\$ 15,868	
19	New vehicle (2017 Ford F450)	\$ 33,231	Retail Only	0%	100%	\$ -	\$ 33,231	
20	New Vehicle (2017 Ford Transit VAN) 1 of 4	\$ 12,058	Retail Only	0%	100%	\$ -	\$ 12,058	
21	New Vehicle (2017 Ford Transit VAN) 2 of 4	\$ 12,058	Retail Only	0%	100%	\$ -	\$ 12,058	
22	New Vehicle (2017 Ford Transit VAN) 3 of 4	\$ 12,058	Retail Only	0%	100%	\$ -	\$ 12,058	
23	New Vehicle (2017 Ford Transit VAN) 4 of 4	\$ 12,058	Retail Only	0%	100%	\$ -	\$ 12,058	
24	New Vehicle (2017 McLaughlin VX50-500 Hydro Excavator)	\$ 43,408	Retail Only	0%	100%	\$ -	\$ 43,408	
25	Replacement of vehicle #06 (2008 Ford F550 SD)	\$ 33,810	Retail Only	0%	100%	\$ -	\$ 33,810	
26	Replacement of vehicle #07 (2008 Ford F550 SD)	\$ 33,231	Retail Only	0%	100%	\$ -	\$ 33,231	
27	Replacement of vehicle #08 (2008 Ford F550 SD)	\$ 33,231	Retail Only	0%	100%	\$ -	\$ 33,231	
28	Replacement of vehicle #104 (2008 Ford F550 SD)	\$ 17,255	Retail Only	0%	100%	\$ -	\$ 17,255	
29	Replacement of vehicle #106 (2008 Ford F450 Dump)	\$ 84,030	Retail Only	0%	100%	\$ -	\$ 84,030	
30	Replacement of vehicle #108 (2003 Chevy 3500HD)	\$ 49,767	Retail Only	0%	100%	\$ -	\$ 49,767	
31	Replacement of vehicle #13 (2006 Ford F250 UTILITY)	\$ 17,255	Retail Only	0%	100%	\$ -	\$ 17,255	
32	Replacement of vehicle #15 (2009 Ford F250 UTILITY)	\$ 42,744	Retail Only	0%	100%	\$ -	\$ 42,744	
33	Replacement of vehicle #171 (2001 Ford F450 Dump)	\$ 33,231	Retail Only	0%	100%	\$ -	\$ 33,231	
34	Replacement of vehicle #174 (2009 Ford F250 Utility)	\$ 42,744	Retail Only	0%	100%	\$ -	\$ 42,744	
35	Replacement of vehicle #25 (2008 Ford F550 SD)	\$ 82,396	Retail Only	0%	100%	\$ -	\$ 82,396	
36	Replacement of vehicle #29 (2002 Ford F450 Dump)	\$ 79,543	Retail Only	0%	100%	\$ -	\$ 79,543	
37	Replacement of vehicle #32 (2002 Ford F450 Dump)	\$ 80,665	Retail Only	0%	100%	\$ -	\$ 80,665	
38	Replacement of vehicle #52 (2011 Ford F250 UTILITY)	\$ 42,156	Retail Only	0%	100%	\$ -	\$ 42,156	
39	Replacement of vehicle #55 (2009 Ford F250 UTILITY)	\$ 43,137	Retail Only	0%	100%	\$ -	\$ 43,137	
40	Replacement of vehicle #80 (2006 Ford F350)	\$ 18,762	Retail Only	0%	100%	\$ -	\$ 18,762	
41	Replacement of vehicle #92 (2008 Ford F350 Utility)	\$ 87,853	Retail Only	0%	100%	\$ -	\$ 87,853	

Schedule 8 of 10

Customer Class Allocation - Capital Improvement Program (CIP)

A		B	C	D	E	F	G
Project Description		5-Year Water CIP	Allocation Factor	Regional/ Retail	Retail Only	5-Year Regional/ Retail CIP	5-Year Retail Only CIP
42	4055 Engineering						
43	14" AC Raw Water Pipeline Upgrade and Well 17 Area Isoaltion Valve:	\$ 2,682,712	Regional / Retail	100%	0%	\$ 2,682,712	\$ -
44	Capital Plan Update	\$ 398,232	Retail Only	0%	100%	\$ -	\$ 398,232
45	DS-31 Chase Hammock Rd Looping - Construction	\$ 1,014,144	Retail Only	0%	100%	\$ -	\$ 1,014,144
46	DS-39 Merritt Island In-line Booster Pump Station	\$ 1,565,651	Retail Only	0%	100%	\$ -	\$ 1,565,651
47	DS-49 East Peachtree Pipeline	\$ 178,780	Retail Only	0%	100%	\$ -	\$ 178,780
48	DS-51 Florida Ave WM Replacement / Complete Streets	\$ 820,940	Retail Only	0%	100%	\$ -	\$ 820,940
49	DS-53 Indian River Water Main Replacement	\$ 24,115	Retail Only	0%	100%	\$ -	\$ 24,115
50	DS-56 Banana River Tank Improvements	\$ 4,999,916	Retail Only	0%	100%	\$ -	\$ 4,999,916
51	DS-60 Banana River and Viera Pump Station Improvements - Design	\$ 73,959	Retail Only	0%	100%	\$ -	\$ 73,959
52	DS-63 Marlin Manor Pipeline Improvements	\$ 2,288,675	Retail Only	0%	100%	\$ -	\$ 2,288,675
53	Dyal Chemical Conversion & Reliability Improvement Project	\$ 9,237,327	Regional / Retail	100%	0%	\$ 9,237,327	\$ -
54	Fiber Optic Cable from Dyal WTP to Wewa WTP	\$ 1,313,790	Regional / Retail	100%	0%	\$ 1,313,790	\$ -
55	Fiber Optic Cable from Police Department to Dyal WTP	\$ 332,792	Regional / Retail	100%	0%	\$ 332,792	\$ -
56	Force Main Repairs	\$ 224,541	Retail Only	0%	100%	\$ -	\$ 224,541
57	FY2017 SCADA Design Programming (Clearwell)	\$ 28,938	Regional / Retail	100%	0%	\$ 28,938	\$ -
58	FY2018 SCADA Design Programming (CCRIP, Sulfurator, Port GST, M	\$ 141,048	Regional / Retail	100%	0%	\$ 141,048	\$ -
59	FY2019 SCADA Design Programming (HSP Diesel Gen, HSP VFD)	\$ 68,546	Regional / Retail	100%	0%	\$ 68,546	\$ -
60	FY2020 SCADA Design Programming (Water Capital Project)	\$ 134,628	Regional / Retail	100%	0%	\$ 134,628	\$ -
61	Gravity Sewer Replacement Project	\$ -	N/A	0%	0%	\$ -	\$ -
62	LCP 1 Relocation	\$ -	N/A	0%	0%	\$ -	\$ -
63	Lift Station 1 Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
64	Lift Station 17 Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
65	Lift Station 19 Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
66	Lift Station Control Panel Replacement Project 1	\$ -	N/A	0%	0%	\$ -	\$ -
67	Lift Station Control Panel Replacement Project 2	\$ -	N/A	0%	0%	\$ -	\$ -
68	Lift Station Control Panel Replacement Project 3	\$ -	N/A	0%	0%	\$ -	\$ -
69	Lift Station Wetwell Rehabilitation	\$ -	N/A	0%	0%	\$ -	\$ -
70	Michigan Ave. Force Main (New Pipe)	\$ 753,472	Regional / Retail	100%	0%	\$ 753,472	\$ -
71	Package System PLC Upgrade - Belt Filter Press	\$ 33,762	Regional / Retail	100%	0%	\$ 33,762	\$ -
72	Package System PLC Upgrade - Cal Flow	\$ 33,762	Regional / Retail	100%	0%	\$ 33,762	\$ -
73	Package System PLC Upgrade - Ozone System	\$ 662,607	Regional / Retail	100%	0%	\$ 662,607	\$ -
74	Replacement of MCC 7 & 8	\$ -	N/A	0%	0%	\$ -	\$ -
75	Utilities Program Management	\$ 6,306,624	Regional / Retail	100%	0%	\$ 6,306,624	\$ -
76	WS-03 Pigging and Flushing Improvements for Raw Water Pipelines	\$ 444,872	Regional / Retail	100%	0%	\$ 444,872	\$ -
77	WS-05 54 inch Redundant Pipe to Dyal	\$ 929,351	Regional / Retail	100%	0%	\$ 929,351	\$ -
78	WS-09 42 inch New Pipeline West of W7A to Dallas Wewa	\$ 8,540,776	Regional / Retail	100%	0%	\$ 8,540,776	\$ -
79	WS1001 Industrial Park Pump Station Improvements	\$ 234,283	Retail Only	0%	100%	\$ -	\$ 234,283
80	WS1117 System Software Upgrade at Dyal	\$ 2,101,066	Regional / Retail	100%	0%	\$ 2,101,066	\$ -
81	WS1201 Pipe Infrastructure Assessment and Replacement	\$ 15,716,147	Retail Only	0%	100%	\$ -	\$ 15,716,147
82	WS1210 Water Capital Plan - 5-year Updates	\$ 340,370	Regional / Retail	100%	0%	\$ 340,370	\$ -
83	WS1309 SR-520 Water Main Replacement	\$ 839,917	Retail Only	0%	100%	\$ -	\$ 839,917
84	WS-19 Raw Water Well Rehabilitation	\$ 1,191,542	Regional / Retail	100%	0%	\$ 1,191,542	\$ -
85	WT-02 Separation of Groundwater and Surface Water Clear Well	\$ 3,913,117	Regional / Retail	100%	0%	\$ 3,913,117	\$ -
86	WT-17 High Service Pump Station VFD	\$ 389,989	Regional / Retail	100%	0%	\$ 389,989	\$ -
87	WT-51 Sulfurator	\$ 3,091,217	Regional / Retail	100%	0%	\$ 3,091,217	\$ -

Schedule 8 of 10

Customer Class Allocation - Capital Improvement Program (CIP)

A		B	C	D	E	F	G
Project Description		5-Year Water CIP	Allocation Factor	Regional/ Retail	Retail Only	5-Year Regional/ Retail CIP	5-Year Retail Only CIP
88	WT-52 Surge Tank Assessment and / or Replacement at Dyal	\$ 1,570,808	Regional / Retail	100%	0%	\$ 1,570,808	\$ -
89	WT-54 Tier 4 Generator Improvements	\$ 3,621,325	Regional / Retail	100%	0%	\$ 3,621,325	\$ -
90	WT-56 Dyal Surface Water Filters Canopy and Enclosure	\$ 509,873	Regional / Retail	100%	0%	\$ 509,873	\$ -
91	WT-57 Dyal HSP #4 Tier 4 Diesel Engine Replacement	\$ 991,357	Regional / Retail	100%	0%	\$ 991,357	\$ -
92	WT-62 Dyal TTHM Prevention and/or Reduction	\$ 131,645	Regional / Retail	100%	0%	\$ 131,645	\$ -
93	WT-63 Replacement of Dyal Finished Water Steel GST	\$ 718,016	Regional / Retail	100%	0%	\$ 718,016	\$ -
94	WT-CO Ozone Improvements (Generator Replacement, Chiller Replac	\$ 5,247,947	Regional / Retail	100%	0%	\$ 5,247,947	\$ -
95	4120 Water Reclamation						
96	Bracco Pond Aeration	\$ -	N/A	0%	0%	\$ -	\$ -
97	Bracco Pond Interconnect	\$ -	N/A	0%	0%	\$ -	\$ -
98	CMMS Update and Electronic O&M Manual	\$ -	N/A	0%	0%	\$ -	\$ -
99	Jerry Sellers WRF Generator Stack Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
100	Mud Lake Wetlands	\$ -	N/A	0%	0%	\$ -	\$ -
101	Replacement of vehicle #42 (2006 Ford E250 VAN)	\$ -	N/A	0%	0%	\$ -	\$ -
102	Valve Identification Project	\$ -	N/A	0%	0%	\$ -	\$ -
103	Water Reclamation Fleet E250 Van	\$ -	N/A	0%	0%	\$ -	\$ -
104	4125 Sewer Field Operations						
105	CIPP Rehabilitation Phase 2	\$ -	N/A	0%	0%	\$ -	\$ -
106	CIPP Rehabilitation Phase 3	\$ -	N/A	0%	0%	\$ -	\$ -
107	CIPP Rehabilitation Phase 4	\$ -	N/A	0%	0%	\$ -	\$ -
108	CIPP Rehabilitation Phase 5	\$ -	N/A	0%	0%	\$ -	\$ -
109	CIPP Rehabilitation Phase 6	\$ -	N/A	0%	0%	\$ -	\$ -
110	Electrical Wire and Conduit Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
111	Jerry Sellers WRF Flow Improvements	\$ -	N/A	0%	0%	\$ -	\$ -
112	Lift Station 4 Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
113	Lift Station Mechanical Improvements	\$ -	N/A	0%	0%	\$ -	\$ -
114	Replacement of MCC 1-6	\$ -	N/A	0%	0%	\$ -	\$ -
115	Replacement of vehicle #53 (2009 Ford F250 UTILITY)	\$ -	N/A	0%	0%	\$ -	\$ -
116	Replacement of vehicle #54 (2005 Ford E250 VAN)	\$ -	N/A	0%	0%	\$ -	\$ -
117	Replacement of vehicle #85 (2001 Ford F450 DUMP)	\$ -	N/A	0%	0%	\$ -	\$ -
118	RTU Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
119	Sewer Cleaning	\$ -	N/A	0%	0%	\$ -	\$ -
120	WFO Sewer E250 Van	\$ -	N/A	0%	0%	\$ -	\$ -
121	WFO Sewer F250 Utility Ford	\$ -	N/A	0%	0%	\$ -	\$ -
122	WFO Sewer F450 Dump Ford	\$ -	N/A	0%	0%	\$ -	\$ -
123	WFO Sewer GU813 Mack	\$ -	N/A	0%	0%	\$ -	\$ -
124		\$ -	N/A	0%	0%	\$ -	\$ -
125	UNSPECIFIED FUTURE PROJECTS	\$ -	N/A	0%	0%	\$ -	\$ -
Total		\$ 85,802,728				\$ 56,270,632	\$ 29,532,096

Schedule 9 of 10

Cocoa Existing Debt Service Allocations

	A	B	C	D	E	F	G	H	
			Service Allocation			Customer Allocation			
		Base Year Actuals	Water	Sewer/ Reuse	Water	Regional/ Retail	Retail Only	Regional/ Retail	
1	Existing Senior-Lien Debt Service								
2	Series 1999 Bond - Principal	\$ 1,170,000	96.4%	3.6%	\$ 1,128,355	94.8%	5.2%	\$ 1,070,010	
3	Series 1999 Bond - Interest	\$ 194,250	96.4%	3.6%	\$ 187,336	94.8%	5.2%	\$ 177,649	
4	Series 2003 - Principal	\$ 1,250,000	96.5%	3.5%	\$ 1,206,537	94.9%	5.1%	\$ 1,145,591	
5	Series 2003 - Interest	\$ 640,275	96.5%	3.5%	\$ 618,012	94.9%	5.1%	\$ 586,795	
6	Series 2009A Bonds - Principal	\$ -	93.5%	6.5%	\$ -	51.0%	49.0%	\$ -	
7	Series 2009A Bonds - Interest	\$ 440,969	93.5%	6.5%	\$ 412,449	51.0%	49.0%	\$ 210,421	
8	Series 2009B Bonds - Principal	\$ -	96.4%	3.6%	\$ -	94.8%	5.2%	\$ -	
9	Series 2009B Bonds - Interest	\$ 590,750	96.4%	3.6%	\$ 569,723	94.8%	5.2%	\$ 540,264	
10	Series 2010 BAB - Principal	\$ -	100.0%	0.0%	\$ -	47.2%	52.8%	\$ -	
11	Series 2010 BAB - Interest	\$ 1,866,313	100.0%	0.0%	\$ 1,866,313	47.2%	52.8%	\$ 880,993	
12	Series 2010 BAB - Subsidy	\$ (595,374)	100.0%	0.0%	\$ (595,374)	47.2%	52.8%	\$ (281,046)	
13	Subtotal:	\$ 5,557,183			\$ 5,393,351	97.05%		\$ 4,330,677	
14	Existing SRL Debt Service								
15	SRL 517010 - Principal	\$ 295,504	100.0%	0.0%	\$ 295,504	0.0%	100.0%	\$ -	
16	SRL 517010 - Interest	\$ 65,279	100.0%	0.0%	\$ 65,279	0.0%	100.0%	\$ -	
17	SRL 517020 - Principal	\$ 230,751	100.0%	0.0%	\$ 230,751	0.0%	100.0%	\$ -	
18	SRL 517020 - Interest	\$ 62,334	100.0%	0.0%	\$ 62,334	0.0%	100.0%	\$ -	
19	SRL 517030 - Principal	\$ 521,267	100.0%	0.0%	\$ 521,267	0.0%	100.0%	\$ -	
20	SRL 517030 - Interest	\$ 149,922	100.0%	0.0%	\$ 149,922	0.0%	100.0%	\$ -	
21	SRL 202P - Principal	\$ 161,870	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -	
22	SRL 202P - Interest	\$ 33,465	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -	
23	SRL 517040 - Principal	\$ 99,534	100.0%	0.0%	\$ 99,534	0.0%	100.0%	\$ -	
24	SRL 517040 - Interest	\$ 51,878	100.0%	0.0%	\$ 51,878	0.0%	100.0%	\$ -	
25	SRL - 517050 - Principal	\$ 284,707	100.0%	0.0%	\$ 284,707	0.0%	100.0%	\$ -	
26	SRL - 517050 - Interest	\$ 144,585	100.0%	0.0%	\$ 144,585	0.0%	100.0%	\$ -	
27	SRL WW812030 - Principal	\$ 257,294	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -	
28	SRL WW812030 - Interest	\$ 143,030	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -	
29	SRL DW517060 - Principal	\$ 5,269	100.0%	0.0%	\$ 5,269	0.0%	100.0%	\$ -	
30	SRL DW517060 - Interest	\$ 2,799	100.0%	0.0%	\$ 2,799	0.0%	100.0%	\$ -	
31	Subtotal:	\$ 2,509,489			\$ 1,913,829			\$ -	
32	Total:	\$ 8,066,672			\$ 7,307,180			\$ 4,330,677	

Schedule 9 of 10

Cocoa Existing Debt Service Allocations

	A	B	C	D	E	F	G	H
33	Bond Funded Capital Investment (Prior To Series 2009)		Total Proceeds	Regional/ Retail	Retail Only	Regional/ Retail		
34	Series 1993B:							
35	Dyal WTP Improvements	WA	\$ 5,800,000	100%	0%	\$ 5,800,000		
36	Wewahootee WTP Improvements	WA	\$ 4,800,000	100%	0%	\$ 4,800,000		
37	Taylor Creek Reservoir	WA	\$ 1,100,000	100%	0%	\$ 1,100,000		
38	Water Main Relocation	WA	\$ 800,000	0%	100%	\$ -		
39	Reuse System - Storage	RW	\$ 1,000,000	0%	100%	\$ -		
40	Reuse System - Expansion	RW	\$ 467,000	0%	100%	\$ -		
41	Sewer System - Expansion	WW	\$ 300,000	0%	100%	\$ -		
42	Additional Water Wells	WA	\$ 2,000,000	100%	0%	\$ 2,000,000		
43	Series 1997:							
44	DYAL WTP Expansion And Intake Structure	WA	\$ 30,670,750	100%	0%	\$ 30,670,750		
45	ASR Well Expansion	WA	\$ 1,305,000	100%	0%	\$ 1,305,000		
46	Reactor Clarifier Rehabilitation	WA	\$ 1,401,000	100%	0%	\$ 1,401,000		
47	Series 2003 Refunding:							
48	DYAL WTP - Underdrain Improvements	WA	\$ 1,175,035	100%	0%	\$ 1,175,035		
49	Total Bond Funded Capital Investment (Prior To Series 2009)		\$ 50,818,785			\$ 48,251,785		
50	Historical Capital Investment Allocation (Prior To Series 2009)		2003 & 2009C	Regional/ Retail	Retail Only			
51	Water	WA	96.5%	\$ 48,251,785	\$ 2,567,000			
52	Reclaimed Water	RW	2.9%					
53	Sewer	WW	0.6%					
54	Total Bond Funded Capital Investment Alloc (Prior To Series 2009)		100.0%	94.95%	5.05%			
55	Historical Capital Investment Allocation (Prior To Series 2009)		1999 & 2009B	Regional/ Retail	Retail Only			
56	Water	WA	96.4%	\$ 47,076,750	\$ 2,567,000			
57	Reclaimed Water	RW	3.0%					
58	Sewer	WW	0.6%					
59	Total Bond Funded Capital Investment Alloc (Prior To Series 2009)		100.0%	94.83%	5.17%			

Schedule 9 of 10

Cocoa Existing Debt Service Allocations

	A	B	C	D	E	F	G	H
60	Historical Capital Investment (Series 2009A):		2009A	Regional/ Retail	Retail Only	Regional/ Retail		
61	Series 2009A:							
62	New UT Building (Water Facility Operations)	WA	\$ 6,779,295	57%	43%	\$ 3,859,241		
63	Clearlake Terrace Water Main	WA	\$ 165,645	0%	100%	\$ -		
64	Refurbish Sewer Lines	WW	\$ 404,179	0%	100%	\$ -		
65	South Tropical Trail WM	WA	\$ 156,856	0%	100%	\$ -		
66	Repurpose 600 School Street	WA	\$ 2,700	0%	100%	\$ -		
67	Lab (Water Portion)	WA	\$ 668,620	57%	43%	\$ 380,624		
68	Lab (Sewer Portion)	WW	\$ 133,314	0%	100%	\$ -		
69	Total Bond Funded Capital Investment (Series 2009A)		\$ 8,310,610			\$ 4,239,866		
70	Historical Capital Investment Allocation (Series 2009A)		2009A	Regional/ Retail	Retail Only			
71	Water	WA	93.5%	\$ 4,239,866	\$ 4,070,744			
72	Reclaimed Water	RW	0.0%					
73	Sewer	WW	6.5%					
74	Total Bond Funded Capital Investment Alloc (Series 2009A)		100.0%	51.02%	48.98%			
75	Historical Capital Investment (Series 2010):		2010	Regional/ Retail	Retail Only	Regional/ Retail		
76	Series 2010:							
77	4055 Filter Screens at Dyal	WA	\$ 1,966,786	100%	0%	\$ 1,966,786		
78	4055 Liquid Oxygen System DYAL	WA	\$ 1,200,000	100%	0%	\$ 1,200,000		
79	4055 Raw Water Meters and Monitoring	WA	\$ 1,500,000	100%	0%	\$ 1,500,000		
80	4055 Raw Water Pipe in Wellfield Wewahootee Rc	WA	\$ 4,595,000	100%	0%	\$ 4,595,000		
81	4055 Space Coast Gardens	WA	\$ 800,000	0%	100%	\$ -		
82	4055 System Software Upgrade DYAL	WA	\$ 1,500,000	100%	0%	\$ 1,500,000		
83	4055 US 1 Widening - Pine to Cidco	WA	\$ 10,200,000	0%	100%	\$ -		
84	4055 Valves on S.R. 520 36" watermain	WA	\$ 1,450,000	0%	100%	\$ -		
85	4055 Wewahootee Pumps	WA	\$ 370,000	100%	0%	\$ 370,000		
86	Total Bond Funded Capital Investment (Series 2010)		\$ 23,581,786			\$ 11,131,786		
87	Historical Capital Investment Allocation (Series 2010)		2010	Regional/ Retail	Retail Only			
88	Water	WA	100.0%	\$ 11,131,786	\$ 12,450,000			
89	Reclaimed Water	RW	0.0%					
90	Sewer	WW	0.0%					
91	Total Bond Funded Capital Investment Alloc (Series 2010)		100.0%	47.21%	52.79%			

Schedule 10 of 10

Imputed Apportionment of Base Year Capital Spending to Cash and Debt Funding

A		B	C	D	E	F	G	H	I
		5-Year CIP Budget							
		Base Year ⁽¹⁾	Current Year	Current Year +1	Current Year +2	Current Year +3	Current Year +4		
1	Base Year and 5-Year CIP from FAMS by Service								
2	Water	\$13,212,775	\$18,005,788	\$16,024,705	\$15,839,721	\$18,840,068	\$17,092,446		
3	Sewer/Reuse	\$1,765,356	\$2,490,520	\$2,004,448	\$2,510,625	\$2,446,649	\$2,011,844		
4	Total Base Year and 5-Year CIP from FAMS by Service	\$14,978,131	\$20,496,308	\$18,029,153	\$18,350,345	\$21,286,718	\$19,104,289		
6	Base Year and 5-Year CIP from FAMS by Funding Source							5-Year Total	
7	Cash Funded From Reserves	\$6,494,175	\$62,945	\$0	\$0	\$0	\$0	\$62,945	0.1%
8	Cash Funded From Excess Revenues	\$8,483,956	\$3,871,115	\$5,324,254	\$5,695,883	\$7,490,656	\$8,123,781	\$30,505,691	31.4%
9	Debt Funded	\$0	\$16,562,248	\$12,704,898	\$12,654,462	\$13,796,061	\$10,980,508	\$66,698,177	68.6%
10	Total Base Year and 5-Year CIP from FAMS by Service	\$14,978,131	\$20,496,308	\$18,029,153	\$18,350,345	\$21,286,718	\$19,104,289	\$97,266,813	
11	Base Year Capital Spending Allocation								
12	Base Year Actual CIP from Svc CIP Tab	\$14,978,131							
13	Average % Excess Revenue Funded Capital (5-Year)	31.4%							⁽²⁾
14	Imputed Base Year Cash Funded CIP	\$4,697,576							
15	Average % Debt Funded Capital (5-Year)	68.6%							
16	Assumed Base Year Debt Funded CIP	\$10,270,862							
17	Term	30							
18	Rate (A-Rated Bond Yields)	3.75%							
19	Imputed Base Year Annual Debt Service on Debt Funded CIP	\$576,068							
20	(1) Base Year spending allocated to Water and Sewer/Reuse by Weighted 5-Year Total CIP, as shown on Schedule 4.								
21	(2) Calculated value to be used up to a maximum of 40%.								

EXHIBIT 3

Schedule 1 of 13

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E			F	G	H	I
						SERVICE ALLOCATION						
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 13)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals			
1	1515 FIELD SERVICES											
2	Salaries & Benefits											
3	12-00 Regular Salaries & Wages	\$ 776,263	\$ -	\$ 776,263	Base Year Accounts	90%	10%	\$ 695,147	\$ 81,116			
4	12-12 Accrual Payouts	\$ 26,029	\$ -	\$ 26,029	Base Year Accounts	90%	10%	\$ 23,309	\$ 2,720			
5	13-00 Other Salaries & Wages	\$ 62,628	\$ -	\$ 62,628	Base Year Accounts	90%	10%	\$ 56,084	\$ 6,544			
6	14-00 Overtime	\$ 1,180	\$ -	\$ 1,180	Base Year Accounts	90%	10%	\$ 1,057	\$ 123			
7	20-00 Clothing/Shoe Allowances	\$ 110	\$ -	\$ 110	Base Year Accounts	90%	10%	\$ 99	\$ 11			
8	21-00 FICA Taxes	\$ 61,770	\$ -	\$ 61,770	Base Year Accounts	90%	10%	\$ 55,315	\$ 6,455			
9	22-00 Retirement Contributions	\$ 168,771	\$ -	\$ 168,771	Base Year Accounts	90%	10%	\$ 151,135	\$ 17,636			
10	23-00 Life/Health Insurance	\$ 253,811	\$ -	\$ 253,811	Base Year Accounts	90%	10%	\$ 227,289	\$ 26,522			
11	24-00 Worker's Compensation	\$ 44,133	\$ -	\$ 44,133	Base Year Accounts	90%	10%	\$ 39,521	\$ 4,612			
12	26-00 OPEB Health Expense	\$ 25,320	\$ -	\$ 25,320	Base Year Accounts	90%	10%	\$ 22,674	\$ 2,646			
13	27-00 Cafeteria Plan	\$ 8,400	\$ -	\$ 8,400	Base Year Accounts	90%	10%	\$ 7,522	\$ 878			
14	Total Salaries & Benefits	\$ 1,428,415	\$ -	\$ 1,428,415				\$ 1,279,151	\$ 149,264			
15	Operating Expenditures											
16	41-00 Communication	\$ 6,172	\$ -	\$ 6,172	Base Year Accounts	90%	10%	\$ 5,527	\$ 645			
17	42-00 Postage & Freight	\$ 119	\$ -	\$ 119	Base Year Accounts	90%	10%	\$ 107	\$ 12			
18	45-00 Insurance	\$ 8,955	\$ -	\$ 8,955	Base Year Accounts	90%	10%	\$ 8,019	\$ 936			
19	46-00 Repairs & Maintenance	\$ 24,866	\$ -	\$ 24,866	Base Year Accounts	90%	10%	\$ 22,268	\$ 2,598			
20	46-03 Repair/Maint - Vehicles	\$ 15,675	\$ -	\$ 15,675	Base Year Accounts	90%	10%	\$ 14,037	\$ 1,638			
21	49-00 Other Charges & Oblig.	\$ 120	\$ -	\$ 120	Base Year Accounts	90%	10%	\$ 108	\$ 13			
22	52-00 Operating Supplies	\$ 25,411	\$ -	\$ 25,411	Base Year Accounts	90%	10%	\$ 22,755	\$ 2,655			
23	52-30 Fuel, Oil & Lubricants	\$ 42,595	\$ -	\$ 42,595	Base Year Accounts	90%	10%	\$ 38,144	\$ 4,451			
24	54-00 Membership/Publications	\$ 200	\$ -	\$ 200	Base Year Accounts	90%	10%	\$ 179	\$ 21			
25	Total Operating Expenditures	\$ 124,114	\$ -	\$ 124,114				\$ 111,145	\$ 12,969			
26	TOTAL - 1515 FIELD SERVICES	\$ 1,552,529	\$ -	\$ 1,552,529				\$ 1,390,296	\$ 162,233			
27	4010 WATER ADMINISTRATION											
28	Salaries & Benefits											
29	12-00 Regular Salaries & Wages	\$ 472,275	\$ -	\$ 472,275	Weighted Total O&M Expense	83%	17%	\$ 393,763	\$ 78,511			
30	12-12 Accrual Payouts	\$ 3,002	\$ -	\$ 3,002	Weighted Total O&M Expense	83%	17%	\$ 2,503	\$ 499			
31	13-00 Other Salaries & Wages	\$ 8,488	\$ -	\$ 8,488	Weighted Total O&M Expense	83%	17%	\$ 7,077	\$ 1,411			
32	14-00 Overtime	\$ 15,723	\$ -	\$ 15,723	Weighted Total O&M Expense	83%	17%	\$ 13,109	\$ 2,614			
33	21-00 FICA Taxes	\$ 37,384	\$ -	\$ 37,384	Weighted Total O&M Expense	83%	17%	\$ 31,169	\$ 6,215			
34	22-00 Retirement Contributions	\$ 486,443	\$ -	\$ 486,443	Weighted Total O&M Expense	83%	17%	\$ 405,577	\$ 80,867			
35	23-00 Life/Health Insurance	\$ 94,238	\$ -	\$ 94,238	Weighted Total O&M Expense	83%	17%	\$ 78,571	\$ 15,666			
36	23-02 Life/Health Retirees	\$ 127,107	\$ -	\$ 127,107	Weighted Total O&M Expense	83%	17%	\$ 105,977	\$ 21,130			
37	24-00 Worker's Compensation	\$ 12,083	\$ -	\$ 12,083	Weighted Total O&M Expense	83%	17%	\$ 10,075	\$ 2,009			
38	25-00 Unemployment Compensation	\$ 1,869	\$ -	\$ 1,869	Weighted Total O&M Expense	83%	17%	\$ 1,558	\$ 311			
39	26-00 OPEB Health Expense	\$ 25,637	\$ -	\$ 25,637	Weighted Total O&M Expense	83%	17%	\$ 21,375	\$ 4,262			
40	27-00 Cafeteria Plan	\$ 15,350	\$ -	\$ 15,350	Weighted Total O&M Expense	83%	17%	\$ 12,798	\$ 2,552			
41	Total Salaries & Benefits	\$ 1,299,598	\$ -	\$ 1,299,598				\$ 1,083,552	\$ 216,046			

Schedule 1 of 13

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E	F	G	H	I
		SERVICE ALLOCATION								
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 13)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals	
42	Operating Expenses									
43	Operating Exp (Less Contin. Bad Debt. Indir Cost Alloc)									
44	31-00 Professional Services	\$ 229,345	\$ -	\$ 229,345	Weighted Total O&M Expense	83%	17%	\$ 191,219	\$ 38,127	
45	31-01 Legal Expenses	\$ 84,952	\$ -	\$ 84,952	Weighted Total O&M Expense	83%	17%	\$ 70,829	\$ 14,122	
46	31-33 Employee Health Center	\$ 121,944	\$ -	\$ 121,944	Weighted Total O&M Expense	83%	17%	\$ 101,672	\$ 20,272	
47	32-00 Accounting & Auditing	\$ 43,500	\$ -	\$ 43,500	Weighted Total O&M Expense	83%	17%	\$ 36,269	\$ 7,231	
48	34-00 Contract Services	\$ 618,067	\$ (468,144) ⁽¹⁾	\$ 149,923	Weighted Total O&M Expense	83%	17%	\$ 125,000	\$ 24,923	
49	40-00 Travel & Per Diem	\$ 887	\$ -	\$ 887	Weighted Total O&M Expense	83%	17%	\$ 739	\$ 147	
50	41-00 Communication	\$ 1,869	\$ -	\$ 1,869	Weighted Total O&M Expense	83%	17%	\$ 1,558	\$ 311	
51	42-00 Postage & Freight	\$ 4,643	\$ -	\$ 4,643	Weighted Total O&M Expense	83%	17%	\$ 3,871	\$ 772	
52	43-00 Electric/Water/Sewer Service	\$ 1,235	\$ -	\$ 1,235	Weighted Total O&M Expense	83%	17%	\$ 1,030	\$ 205	
53	44-00 Rentals & Leases	\$ 1,792	\$ -	\$ 1,792	Weighted Total O&M Expense	83%	17%	\$ 1,494	\$ 298	
54	45-00 Insurance	\$ 318,641	\$ -	\$ 318,641	Water Admin Insurance	83%	17%	\$ 264,825	\$ 53,816	
55	46-00 Repairs & Maintenance	\$ 3,590	\$ -	\$ 3,590	Weighted Total O&M Expense	83%	17%	\$ 2,993	\$ 597	
56	46-02 Repair/Maint Building	\$ 1,517	\$ -	\$ 1,517	Weighted Total O&M Expense	83%	17%	\$ 1,265	\$ 252	
57	46-03 Repair/Maint - Vehicles	\$ 1,368	\$ -	\$ 1,368	Weighted Total O&M Expense	83%	17%	\$ 1,141	\$ 227	
58	47-00 Printing & Binding	\$ 5,125	\$ -	\$ 5,125	Weighted Total O&M Expense	83%	17%	\$ 4,273	\$ 852	
59	48-00 Promotional Activities	\$ 13,655	\$ -	\$ 13,655	Weighted Total O&M Expense	83%	17%	\$ 11,385	\$ 2,270	
60	49-00 Other Charges & Oblig.	\$ 11,335	\$ -	\$ 11,335	Weighted Total O&M Expense	83%	17%	\$ 9,451	\$ 1,884	
61	49-08 Cash Over & Under	\$ 69,761	\$ -	\$ 69,761	Weighted Total O&M Expense	83%	17%	\$ 58,164	\$ 11,597	
62	49-09 Document Recording Chgs	\$ 1,502	\$ -	\$ 1,502	Weighted Total O&M Expense	83%	17%	\$ 1,253	\$ 250	
63	49-15 Obsolete Inventory	\$ 851	\$ -	\$ 851	Weighted Total O&M Expense	83%	17%	\$ 710	\$ 142	
64	52-00 Operating Supplies	\$ 62,961	\$ -	\$ 62,961	Weighted Total O&M Expense	83%	17%	\$ 52,495	\$ 10,467	
65	52-30 Fuel, Oil & Lubricants	\$ 2,438	\$ -	\$ 2,438	Weighted Total O&M Expense	83%	17%	\$ 2,033	\$ 405	
66	52-33 Employee Health Center	\$ 52,537	\$ -	\$ 52,537	Weighted Total O&M Expense	83%	17%	\$ 43,803	\$ 8,734	
67	54-00 Membership/Publications	\$ 28,459	\$ -	\$ 28,459	Weighted Total O&M Expense	83%	17%	\$ 23,728	\$ 4,731	
68	55-00 Training	\$ 1,475	\$ -	\$ 1,475	Weighted Total O&M Expense	83%	17%	\$ 1,230	\$ 245	
69	59-00 Depreciation Expense	\$ 9,986,651	\$ (9,986,651) ⁽²⁾	\$ -	Weighted Total O&M Expense	83%	17%	\$ -	\$ -	
70	General Fund Indirect Cost Allocation									
71	34-10 Allocations - General Fund	\$ 5,366,988	\$ -	\$ 5,366,988	Weighted Total O&M Expense	83%	17%	\$ 4,474,776	\$ 892,212	
72	Contingency & Bad Debt									
73	39-00 Contingency	\$ -	\$ -	\$ -	Weighted Total O&M Expense	83%	17%	\$ -	\$ -	
74	49-07 Bad Debt Expense	\$ 99,009	\$ -	\$ 99,009	Weighted Total O&M Expense	83%	17%	\$ 82,550	\$ 16,459	
75	Total Operating Expenses	\$ 17,136,100	\$ (10,454,795)	\$ 6,681,304				\$ 5,569,755	\$ 1,111,550	
76	Interfund Transfers Out									
77	91-01 Transfer to General Fund 001	\$ 5,432,540	\$ -	\$ 5,432,540	Weighted Total O&M Expense	83%	17%	\$ 4,529,431	\$ 903,109	
78	91-25 TO Restricted Asset 425	\$ -	\$ - ⁽³⁾	\$ -	N/A	0%	0%	\$ -	\$ -	
79	91-53 Health Insurance Fund 530	\$ 405,266	\$ -	\$ 405,266	Weighted Total O&M Expense	83%	17%	\$ 337,894	\$ 67,372	
80	95-01 6% ILO Franchise Fee	\$ 1,388,042	\$ -	\$ 1,388,042	Weighted Total O&M Expense	83%	17%	\$ 1,157,293	\$ 230,749	
81	Total Interfund Transfers Out	\$ 7,225,848	\$ -	\$ 7,225,848				\$ 6,024,618	\$ 1,201,230	
82	TOTAL - 4010 WATER ADMINISTRATION	\$ 25,661,546	\$ (10,454,795)	\$ 15,206,751				\$ 12,677,925	\$ 2,528,826	

Schedule 1 of 13

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E	F	G	H	I
		SERVICE ALLOCATION								
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 13)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals	
83	4020 DYAL PLANT									
84	Salaries & Benefits									
85	12-00 Regular Salaries & Wages	\$ 1,423,257	\$ -	\$ 1,423,257	Water Only	100%	0%	\$ 1,423,257	\$ -	
86	12-12 Accrual Payouts	\$ 13,055	\$ -	\$ 13,055	Water Only	100%	0%	\$ 13,055	\$ -	
87	13-00 Other Salaries & Wages	\$ 53,415	\$ -	\$ 53,415	Water Only	100%	0%	\$ 53,415	\$ -	
88	14-00 Overtime	\$ 138,104	\$ -	\$ 138,104	Water Only	100%	0%	\$ 138,104	\$ -	
89	20-00 Clothing/Shoe Allowances	\$ 805	\$ -	\$ 805	Water Only	100%	0%	\$ 805	\$ -	
90	21-00 FICA Taxes	\$ 119,813	\$ -	\$ 119,813	Water Only	100%	0%	\$ 119,813	\$ -	
91	22-00 Retirement Contributions	\$ 117,771	\$ -	\$ 117,771	Water Only	100%	0%	\$ 117,771	\$ -	
92	23-00 Life/Health Insurance	\$ 450,955	\$ -	\$ 450,955	Water Only	100%	0%	\$ 450,955	\$ -	
93	24-00 Worker's Compensation	\$ 92,981	\$ -	\$ 92,981	Water Only	100%	0%	\$ 92,981	\$ -	
94	26-00 OPEB Health Expense	\$ 60,820	\$ -	\$ 60,820	Water Only	100%	0%	\$ 60,820	\$ -	
95	27-00 Cafeteria Plan	\$ 12,350	\$ -	\$ 12,350	Water Only	100%	0%	\$ 12,350	\$ -	
96	Total Salaries & Benefits	\$ 2,483,327	\$ -	\$ 2,483,327				\$ 2,483,327	\$ -	
97	Operating Expenditures									
98	31-00 Professional Services	\$ 8,286	\$ -	\$ 8,286	Water Only	100%	0%	\$ 8,286	\$ -	
99	34-00 Contract Services	\$ 231,447	\$ -	\$ 231,447	Water Only	100%	0%	\$ 231,447	\$ -	
100	40-00 Travel & Per Diem	\$ 4,587	\$ -	\$ 4,587	Water Only	100%	0%	\$ 4,587	\$ -	
101	41-00 Communication	\$ 62,013	\$ -	\$ 62,013	Water Only	100%	0%	\$ 62,013	\$ -	
102	42-00 Postage & Freight	\$ 26,210	\$ -	\$ 26,210	Water Only	100%	0%	\$ 26,210	\$ -	
103	43-00 Electric/Water/Sewer Service	\$ 1,295,205	\$ 426,776 ⁽⁴⁾	\$ 1,721,982	Water Only	100%	0%	\$ 1,721,982	\$ -	
104	44-00 Rentals & Leases	\$ 118,048	\$ -	\$ 118,048	Water Only	100%	0%	\$ 118,048	\$ -	
105	45-00 Insurance	\$ 9,183	\$ -	\$ 9,183	Water Only	100%	0%	\$ 9,183	\$ -	
106	46-00 Repairs & Maintenance	\$ 2,436,303	\$ -	\$ 2,436,303	Water Only	100%	0%	\$ 2,436,303	\$ -	
107	46-02 Repair/Maint Building	\$ 317,392	\$ -	\$ 317,392	Water Only	100%	0%	\$ 317,392	\$ -	
108	46-03 Repair/Maint - Vehicles	\$ 26,551	\$ -	\$ 26,551	Water Only	100%	0%	\$ 26,551	\$ -	
109	47-00 Printing & Binding	\$ 61	\$ -	\$ 61	Water Only	100%	0%	\$ 61	\$ -	
110	49-00 Other Charges & Oblig.	\$ 7,469	\$ -	\$ 7,469	Water Only	100%	0%	\$ 7,469	\$ -	
111	52-00 Operating Supplies	\$ 2,665,111	\$ 878,167 ⁽⁴⁾	\$ 3,543,278	Water Only	100%	0%	\$ 3,543,278	\$ -	
112	52-07 Janitorial Supplies	\$ 4,095	\$ -	\$ 4,095	Water Only	100%	0%	\$ 4,095	\$ -	
113	52-30 Fuel, Oil & Lubricants	\$ 67,376	\$ -	\$ 67,376	Water Only	100%	0%	\$ 67,376	\$ -	
114	53-00 Road Materials/Supplies	\$ 9,572	\$ -	\$ 9,572	Water Only	100%	0%	\$ 9,572	\$ -	
115	54-00 Membership/Publications	\$ -	\$ -	\$ -	Water Only	100%	0%	\$ -	\$ -	
116	55-00 Training	\$ 25,233	\$ -	\$ 25,233	Water Only	100%	0%	\$ 25,233	\$ -	
117	Total Operating Expenditures	\$ 7,314,143	\$ 1,304,943	\$ 8,619,087				\$ 8,619,087	\$ -	
118	TOTAL - 4020 DYAL PLANT	\$ 9,797,470	\$ 1,304,943	\$ 11,102,413				\$ 11,102,413	\$ -	

Schedule 1 of 13

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	SERVICE ALLOCATION			H	I
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 13)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals	
119	4025 WATER FIELD OPERATIONS									
120	Salaries & Benefits									
121	12-00 Regular Salaries & Wages	\$ 1,728,430	\$ -	\$ 1,728,430	Water Field Operations PS	99%	1%	\$ 1,711,936	\$ 16,494	
122	12-12 Accrual Payouts	\$ 23,752	\$ -	\$ 23,752	Water Field Operations PS	99%	1%	\$ 23,525	\$ 227	
123	13-00 Other Salaries & Wages	\$ 68,438	\$ -	\$ 68,438	Water Only	100%	0%	\$ 68,438	\$ -	
124	14-00 Overtime	\$ 159,167	\$ -	\$ 159,167	Water Only	100%	0%	\$ 159,167	\$ -	
125	20-00 Clothing/Shoe Allowances	\$ 770	\$ -	\$ 770	Water Only	100%	0%	\$ 770	\$ -	
126	21-00 FICA Taxes	\$ 145,678	\$ -	\$ 145,678	Water Field Operations PS	99%	1%	\$ 144,287	\$ 1,390	
127	22-00 Retirement Contributions	\$ 216,364	\$ -	\$ 216,364	Water Field Operations PS	99%	1%	\$ 214,299	\$ 2,065	
128	23-00 Life/Health Insurance	\$ 487,634	\$ -	\$ 487,634	Water Field Operations PS	99%	1%	\$ 482,981	\$ 4,653	
129	24-00 Worker's Compensation	\$ 109,489	\$ -	\$ 109,489	Water Field Operations PS	99%	1%	\$ 108,444	\$ 1,045	
130	26-00 OPEB Health Expense	\$ 83,069	\$ -	\$ 83,069	Water Field Operations PS	99%	1%	\$ 82,276	\$ 793	
131	27-00 Cafeteria Plan	\$ 23,650	\$ -	\$ 23,650	Water Only	100%	0%	\$ 23,650	\$ -	
132	Total Salaries & Benefits	\$ 3,046,442	\$ -	\$ 3,046,442				\$ 3,019,774	\$ 26,667	
133	Operating Expenditures									
134	31-00 Professional Services	\$ 2,789	\$ -	\$ 2,789	Water Only	100%	0%	\$ 2,789	\$ -	
135	34-00 Contract Services	\$ 38,493	\$ -	\$ 38,493	Water Only	100%	0%	\$ 38,493	\$ -	
136	40-00 Travel & Per Diem	\$ 2,375	\$ -	\$ 2,375	Water Only	100%	0%	\$ 2,375	\$ -	
137	41-00 Communication	\$ 19,306	\$ -	\$ 19,306	Water Only	100%	0%	\$ 19,306	\$ -	
138	42-00 Postage & Freight	\$ 2,538	\$ -	\$ 2,538	Water Only	100%	0%	\$ 2,538	\$ -	
139	43-00 Electric/Water/Sewer Service	\$ 73,786	\$ -	\$ 73,786	Water Only	100%	0%	\$ 73,786	\$ -	
140	44-00 Rentals & Leases	\$ 3,201	\$ -	\$ 3,201	Water Only	100%	0%	\$ 3,201	\$ -	
141	45-00 Insurance	\$ 17,552	\$ -	\$ 17,552	Water Only	100%	0%	\$ 17,552	\$ -	
142	46-00 Repairs & Maintenance	\$ 2,361,373	\$ -	\$ 2,361,373	Water Only	100%	0%	\$ 2,361,373	\$ -	
143	46-02 Repair/Maint Building	\$ 82,465	\$ -	\$ 82,465	Water Only	100%	0%	\$ 82,465	\$ -	
144	46-03 Repair/Maint - Vehicles	\$ 72,758	\$ -	\$ 72,758	Water Only	100%	0%	\$ 72,758	\$ -	
145	47-00 Printing & Binding	\$ 25	\$ -	\$ 25	Water Only	100%	0%	\$ 25	\$ -	
146	49-00 Other Charges & Oblig.	\$ 2,112	\$ -	\$ 2,112	Water Only	100%	0%	\$ 2,112	\$ -	
147	52-00 Operating Supplies	\$ 118,489	\$ -	\$ 118,489	Water Only	100%	0%	\$ 118,489	\$ -	
148	52-07 Janitorial Supplies	\$ 3,050	\$ -	\$ 3,050	Water Only	100%	0%	\$ 3,050	\$ -	
149	52-30 Fuel, Oil & Lubricants	\$ 75,344	\$ -	\$ 75,344	Water Only	100%	0%	\$ 75,344	\$ -	
150	53-00 Road Materials/Supplies	\$ 5,602	\$ -	\$ 5,602	Water Only	100%	0%	\$ 5,602	\$ -	
151	54-00 Membership/Publications	\$ 255	\$ -	\$ 255	Water Only	100%	0%	\$ 255	\$ -	
152	55-00 Training	\$ 3,649	\$ -	\$ 3,649	Water Only	100%	0%	\$ 3,649	\$ -	
153	Total Operating Expenditures	\$ 2,885,159	\$ -	\$ 2,885,159				\$ 2,885,159	\$ -	
154	TOTAL - 4025 WATER FIELD OPERATIONS	\$ 5,931,601	\$ -	\$ 5,931,601				\$ 5,904,934	\$ 26,667	

Schedule 1 of 13

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E			F	G	H	I
		SERVICE ALLOCATION										
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 13)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals			
155	4055 ENGINEERING											
156	Salaries & Benefits											
157	12-00 Regular Salaries & Wages	\$ 387,654	\$ -	\$ 387,654	Weighted 5-Year CIP	88%	12%	\$ 341,965	\$ 45,690			
158	12-12 Accrual Payouts	\$ 11,129	\$ -	\$ 11,129	Weighted 5-Year CIP	88%	12%	\$ 9,818	\$ 1,312			
159	13-00 Other Salaries & Wages	\$ 64,350	\$ -	\$ 64,350	Weighted 5-Year CIP	88%	12%	\$ 56,765	\$ 7,584			
160	14-00 Overtime	\$ 132	\$ -	\$ 132	Weighted 5-Year CIP	88%	12%	\$ 117	\$ 16			
161	21-00 FICA Taxes	\$ 35,243	\$ -	\$ 35,243	Weighted 5-Year CIP	88%	12%	\$ 31,089	\$ 4,154			
162	22-00 Retirement Contributions	\$ 33,996	\$ -	\$ 33,996	Weighted 5-Year CIP	88%	12%	\$ 29,989	\$ 4,007			
163	23-00 Life/Health Insurance	\$ 155,464	\$ -	\$ 155,464	Weighted 5-Year CIP	88%	12%	\$ 137,141	\$ 18,323			
164	24-00 Worker's Compensation	\$ 4,657	\$ -	\$ 4,657	Weighted 5-Year CIP	88%	12%	\$ 4,108	\$ 549			
165	26-00 OPEB Health Expense	\$ 20,127	\$ -	\$ 20,127	Weighted 5-Year CIP	88%	12%	\$ 17,755	\$ 2,372			
166	27-00 Cafeteria Plan	\$ 21,950	\$ -	\$ 21,950	Weighted 5-Year CIP	88%	12%	\$ 19,363	\$ 2,587			
167	Total Salaries & Benefits	\$ 734,703	\$ -	\$ 734,703				\$ 648,109	\$ 86,594			
168	Operating Expenditures											
169	31-03 Engineering Services	\$ -	\$ -	\$ -	Weighted 5-Year CIP	88%	12%	\$ -	\$ -			
170	34-00 Contract Services	\$ 73,944	\$ -	\$ 73,944	Weighted 5-Year CIP	88%	12%	\$ 65,229	\$ 8,715			
171	40-00 Travel & Per Diem	\$ 7	\$ -	\$ 7	Weighted 5-Year CIP	88%	12%	\$ 7	\$ 1			
172	41-00 Communication	\$ 2,880	\$ -	\$ 2,880	Weighted 5-Year CIP	88%	12%	\$ 2,541	\$ 339			
173	42-00 Postage & Freight	\$ 304	\$ -	\$ 304	Weighted 5-Year CIP	88%	12%	\$ 268	\$ 36			
174	45-00 Insurance	\$ 2,299	\$ -	\$ 2,299	Weighted 5-Year CIP	88%	12%	\$ 2,028	\$ 271			
175	46-00 Repairs & Maintenance	\$ 5,242	\$ -	\$ 5,242	Weighted 5-Year CIP	88%	12%	\$ 4,624	\$ 618			
176	46-03 Repair/Maint - Vehicles	\$ 3,743	\$ -	\$ 3,743	Weighted 5-Year CIP	88%	12%	\$ 3,302	\$ 441			
177	47-00 Printing & Binding	\$ 58	\$ -	\$ 58	Weighted 5-Year CIP	88%	12%	\$ 51	\$ 7			
178	49-00 Other Charges & Oblig.	\$ 716	\$ -	\$ 716	Weighted 5-Year CIP	88%	12%	\$ 632	\$ 84			
179	52-00 Operating Supplies	\$ 9,750	\$ -	\$ 9,750	Weighted 5-Year CIP	88%	12%	\$ 8,601	\$ 1,149			
180	52-30 Fuel, Oil & Lubricants	\$ 4,912	\$ -	\$ 4,912	Weighted 5-Year CIP	88%	12%	\$ 4,333	\$ 579			
181	54-00 Membership/Publications	\$ 358	\$ -	\$ 358	Weighted 5-Year CIP	88%	12%	\$ 316	\$ 42			
182	55-00 Training	\$ 590	\$ -	\$ 590	Weighted 5-Year CIP	88%	12%	\$ 520	\$ 70			
183	Total Operating Expenditures	\$ 104,805	\$ -	\$ 104,805				\$ 92,452	\$ 12,353			
184	TOTAL - 4055 ENGINEERING	\$ 839,508	\$ -	\$ 839,508				\$ 740,561	\$ 98,946			
185	4120 WATER RECLAMATION											
186	Salaries & Benefits											
187	12-00 Regular Salaries & Wages	\$ 724,739	\$ -	\$ 724,739	Sewer / Reuse Only	0%	100%	\$ -	\$ 724,739			
188	12-12 Accrual Payouts	\$ 31,369	\$ -	\$ 31,369	Sewer / Reuse Only	0%	100%	\$ -	\$ 31,369			
189	13-00 Other Salaries & Wages	\$ 54,163	\$ -	\$ 54,163	Sewer / Reuse Only	0%	100%	\$ -	\$ 54,163			
190	14-00 Overtime	\$ 66,391	\$ -	\$ 66,391	Sewer / Reuse Only	0%	100%	\$ -	\$ 66,391			
191	20-00 Clothing/Shoe Allowances	\$ 440	\$ -	\$ 440	Sewer / Reuse Only	0%	100%	\$ -	\$ 440			
192	21-00 FICA Taxes	\$ 63,345	\$ -	\$ 63,345	Sewer / Reuse Only	0%	100%	\$ -	\$ 63,345			
193	22-00 Retirement Contributions	\$ 211,522	\$ -	\$ 211,522	Sewer / Reuse Only	0%	100%	\$ -	\$ 211,522			
194	23-00 Life/Health Insurance	\$ 188,581	\$ -	\$ 188,581	Sewer / Reuse Only	0%	100%	\$ -	\$ 188,581			
195	24-00 Worker's Compensation	\$ 39,301	\$ -	\$ 39,301	Sewer / Reuse Only	0%	100%	\$ -	\$ 39,301			
196	26-00 OPEB Health Expense	\$ 21,189	\$ -	\$ 21,189	Sewer / Reuse Only	0%	100%	\$ -	\$ 21,189			
197	27-00 Cafeteria Plan	\$ 13,250	\$ -	\$ 13,250	Sewer / Reuse Only	0%	100%	\$ -	\$ 13,250			
198	Total Salaries & Benefits	\$ 1,414,291	\$ -	\$ 1,414,291				\$ -	\$ 1,414,291			

Schedule 1 of 13

Service Allocation - Base Year Net Revenue Requirement

A		B	C	D	E	F	G	H	I
		SERVICE ALLOCATION							
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 13)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals
199	Operating Expenditures								
200	31-00 Professional Services	\$ 6,117	\$ -	\$ 6,117	Sewer / Reuse Only	0%	100%	\$ -	\$ 6,117
201	34-00 Contract Services	\$ 62,598	\$ -	\$ 62,598	Sewer / Reuse Only	0%	100%	\$ -	\$ 62,598
202	40-00 Travel & Per Diem	\$ 1,055	\$ -	\$ 1,055	Sewer / Reuse Only	0%	100%	\$ -	\$ 1,055
203	41-00 Communication	\$ 7,744	\$ -	\$ 7,744	Sewer / Reuse Only	0%	100%	\$ -	\$ 7,744
204	42-00 Postage & Freight	\$ 3,616	\$ -	\$ 3,616	Sewer / Reuse Only	0%	100%	\$ -	\$ 3,616
205	43-00 Electric/Water/Sewer Service	\$ 161,752	\$ -	\$ 161,752	Sewer / Reuse Only	0%	100%	\$ -	\$ 161,752
206	44-00 Rentals & Leases	\$ 2,342	\$ -	\$ 2,342	Sewer / Reuse Only	0%	100%	\$ -	\$ 2,342
207	45-00 Insurance	\$ 1,813	\$ -	\$ 1,813	Sewer / Reuse Only	0%	100%	\$ -	\$ 1,813
208	46-00 Repairs & Maintenance	\$ 232,372	\$ -	\$ 232,372	Sewer / Reuse Only	0%	100%	\$ -	\$ 232,372
209	46-02 Repair/Maint Building	\$ 28,439	\$ -	\$ 28,439	Sewer / Reuse Only	0%	100%	\$ -	\$ 28,439
210	46-03 Repair/Maint - Vehicles	\$ 4,768	\$ -	\$ 4,768	Sewer / Reuse Only	0%	100%	\$ -	\$ 4,768
211	49-00 Other Charges & Oblig.	\$ 6,338	\$ -	\$ 6,338	Sewer / Reuse Only	0%	100%	\$ -	\$ 6,338
212	52-00 Operating Supplies	\$ 151,167	\$ -	\$ 151,167	Sewer / Reuse Only	0%	100%	\$ -	\$ 151,167
213	52-07 Janitorial Supplies	\$ 1,841	\$ -	\$ 1,841	Sewer / Reuse Only	0%	100%	\$ -	\$ 1,841
214	52-30 Fuel, Oil & Lubricants	\$ 4,360	\$ -	\$ 4,360	Sewer / Reuse Only	0%	100%	\$ -	\$ 4,360
215	54-00 Membership/Publications	\$ 460	\$ -	\$ 460	Sewer / Reuse Only	0%	100%	\$ -	\$ 460
216	55-00 Training	\$ 2,171	\$ -	\$ 2,171	Sewer / Reuse Only	0%	100%	\$ -	\$ 2,171
217	Total Operating Expenditures	\$ 678,954	\$ -	\$ 678,954				\$ -	\$ 678,954
218	TOTAL - 4120 WATER RECLAMATION	\$ 2,093,245	\$ -	\$ 2,093,245				\$ -	\$ 2,093,245
219	4125 SEWER FIELD OPERATIONS								
220	Salaries & Benefits								
221	12-00 Regular Salaries & Wages	\$ 506,625	\$ -	\$ 506,625	Sewer / Reuse Only	0%	100%	\$ -	\$ 506,625
222	14-00 Overtime	\$ 37,115	\$ -	\$ 37,115	Sewer / Reuse Only	0%	100%	\$ -	\$ 37,115
223	20-00 Clothing/Shoe Allowances	\$ 385	\$ -	\$ 385	Sewer / Reuse Only	0%	100%	\$ -	\$ 385
224	21-00 FICA Taxes	\$ 38,195	\$ -	\$ 38,195	Sewer / Reuse Only	0%	100%	\$ -	\$ 38,195
225	22-00 Retirement Contributions	\$ 183,350	\$ -	\$ 183,350	Sewer / Reuse Only	0%	100%	\$ -	\$ 183,350
226	23-00 Life/Health Insurance	\$ 166,316	\$ -	\$ 166,316	Sewer / Reuse Only	0%	100%	\$ -	\$ 166,316
227	24-00 Worker's Compensation	\$ 27,274	\$ -	\$ 27,274	Sewer / Reuse Only	0%	100%	\$ -	\$ 27,274
228	26-00 OPEB Health Expense	\$ 8,788	\$ -	\$ 8,788	Sewer / Reuse Only	0%	100%	\$ -	\$ 8,788
229	27-00 Cafeteria Plan	\$ 7,200	\$ -	\$ 7,200	Sewer / Reuse Only	0%	100%	\$ -	\$ 7,200
230	Total Salaries & Benefits	\$ 975,248	\$ -	\$ 975,248				\$ -	\$ 975,248

Schedule 1 of 13

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E	F	G	H	I
		SERVICE ALLOCATION								
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 13)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals	
231	Operating Expenditures									
232	34-00 Contract Services	\$ 11,081	\$ -	\$ 11,081	Sewer / Reuse Only	0%	100%	\$ -	\$ 11,081	
233	40-00 Travel & Per Diem	\$ 7	\$ -	\$ 7	Sewer / Reuse Only	0%	100%	\$ -	\$ 7	
234	41-00 Communication	\$ 3,705	\$ -	\$ 3,705	Sewer / Reuse Only	0%	100%	\$ -	\$ 3,705	
235	42-00 Postage & Freight	\$ 1,616	\$ -	\$ 1,616	Sewer / Reuse Only	0%	100%	\$ -	\$ 1,616	
236	43-00 Electric/Water/Sewer Service	\$ 71,067	\$ -	\$ 71,067	Sewer / Reuse Only	0%	100%	\$ -	\$ 71,067	
237	44-00 Rentals & Leases	\$ 511	\$ -	\$ 511	Sewer / Reuse Only	0%	100%	\$ -	\$ 511	
238	45-00 Insurance	\$ 6,626	\$ -	\$ 6,626	Sewer / Reuse Only	0%	100%	\$ -	\$ 6,626	
239	46-00 Repairs & Maintenance	\$ 377,564	\$ -	\$ 377,564	Sewer / Reuse Only	0%	100%	\$ -	\$ 377,564	
240	46-03 Repair/Maint - Vehicles	\$ 24,672	\$ -	\$ 24,672	Sewer / Reuse Only	0%	100%	\$ -	\$ 24,672	
241	47-00 Printing & Binding	\$ 171	\$ -	\$ 171	Sewer / Reuse Only	0%	100%	\$ -	\$ 171	
242	49-00 Other Charges & Oblig.	\$ 601	\$ -	\$ 601	Sewer / Reuse Only	0%	100%	\$ -	\$ 601	
243	52-00 Operating Supplies	\$ 34,159	\$ -	\$ 34,159	Sewer / Reuse Only	0%	100%	\$ -	\$ 34,159	
244	52-30 Fuel, Oil & Lubricants	\$ 23,866	\$ -	\$ 23,866	Sewer / Reuse Only	0%	100%	\$ -	\$ 23,866	
245	53-00 Road Materials/Supplies	\$ 909	\$ -	\$ 909	Sewer / Reuse Only	0%	100%	\$ -	\$ 909	
246	54-00 Membership/Publications	\$ -	\$ -	\$ -	Sewer / Reuse Only	0%	100%	\$ -	\$ -	
247	55-00 Training	\$ -	\$ -	\$ -	Sewer / Reuse Only	0%	100%	\$ -	\$ -	
248	Total Operating Expenditures	\$ 556,556	\$ -	\$ 556,556				\$ -	\$ 556,556	
249	TOTAL - 4125 SEWER FIELD OPERATIONS	\$ 1,531,804	\$ -	\$ 1,531,804				\$ -	\$ 1,531,804	
250	DEBT SERVICE									
251	Existing Senior Lien Debt Service									
252	Series 1999 Bond - Principal	\$ 1,170,000	\$ -	\$ 1,170,000	Series 1999 Bonds	96%	4%	\$ 1,128,355	\$ 41,645	
253	Series 1999 Bond - Interest	\$ 194,250	\$ -	\$ 194,250	Series 1999 Bonds	96%	4%	\$ 187,336	\$ 6,914	
254	Series 2003 - Principal	\$ 1,250,000	\$ -	\$ 1,250,000	Series 2003 Bonds	97%	3%	\$ 1,206,537	\$ 43,463	
255	Series 2003 - Interest	\$ 640,275	\$ -	\$ 640,275	Series 2003 Bonds	97%	3%	\$ 618,012	\$ 22,263	
256	Series 2009A Bonds - Principal	\$ -	\$ -	\$ -	Series 2009A Bonds	94%	6%	\$ -	\$ -	
257	Series 2009A Bonds - Interest	\$ 440,969	\$ -	\$ 440,969	Series 2009A Bonds	94%	6%	\$ 412,449	\$ 28,520	
258	Series 2009B Bonds - Principal	\$ -	\$ -	\$ -	Series 2009B Bonds	96%	4%	\$ -	\$ -	
259	Series 2009B Bonds - Interest	\$ 590,750	\$ -	\$ 590,750	Series 2009B Bonds	96%	4%	\$ 569,723	\$ 21,027	
260	Series 2010 BAB - Principal	\$ -	\$ -	\$ -	Series 2010 BAB	100%	0%	\$ -	\$ -	
261	Series 2010 BAB - Interest	\$ 1,866,313	\$ -	\$ 1,866,313	Series 2010 BAB	100%	0%	\$ 1,866,313	\$ -	
262	Series 2010 BAB - Subsidy	\$ (595,374)	\$ -	\$ (595,374)	Series 2010 BAB	100%	0%	\$ (595,374)	\$ -	
263	Total Existing Senior Lien Debt Service	\$ 5,557,183	\$ -	\$ 5,557,183				\$ 5,393,351	\$ 163,831	

Schedule 1 of 13

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E	F	G	H	I
		SERVICE ALLOCATION								
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 13)	Water	Sewer/ Reuse	Base Year Water Actuals	Base Year Sewer/ Reuse Actuals	
264	Existing Subordinate Debt Service									
265	SRL 517010 - Principal	\$ 295,504	\$ -	\$ 295,504	SRL 517010	100%	0%	\$ 295,504	\$ -	
266	SRL 517010 - Interest	\$ 65,279	\$ -	\$ 65,279	SRL 517010	100%	0%	\$ 65,279	\$ -	
267	SRL 517020 - Principal	\$ 230,751	\$ -	\$ 230,751	SRL 517020	100%	0%	\$ 230,751	\$ -	
268	SRL 517020 - Interest	\$ 62,334	\$ -	\$ 62,334	SRL 517020	100%	0%	\$ 62,334	\$ -	
269	SRL 517030 - Principal	\$ 521,267	\$ -	\$ 521,267	SRL 517030	100%	0%	\$ 521,267	\$ -	
270	SRL 517030 - Interest	\$ 149,922	\$ -	\$ 149,922	SRL 517030	100%	0%	\$ 149,922	\$ -	
271	SRL 202P - Principal	\$ 161,870	\$ -	\$ 161,870	SRL 202P	0%	100%	\$ -	\$ 161,870	
272	SRL 202P - Interest	\$ 33,465	\$ -	\$ 33,465	SRL 202P	0%	100%	\$ -	\$ 33,465	
273	SRL 517040 - Principal	\$ 99,534	\$ -	\$ 99,534	SRL 517040	100%	0%	\$ 99,534	\$ -	
274	SRL 517040 - Interest	\$ 51,878	\$ -	\$ 51,878	SRL 517040	100%	0%	\$ 51,878	\$ -	
275	SRL - 517050 - Principal	\$ 284,707	\$ -	\$ 284,707	SRL 517050	100%	0%	\$ 284,707	\$ -	
276	SRL - 517050 - Interest	\$ 144,585	\$ -	\$ 144,585	SRL 517050	100%	0%	\$ 144,585	\$ -	
277	SRL WW812030 - Principal	\$ 257,294	\$ -	\$ 257,294	SRL WW812030	0%	100%	\$ -	\$ 257,294	
278	SRL WW812030 - Interest	\$ 143,030	\$ -	\$ 143,030	SRL WW812030	0%	100%	\$ -	\$ 143,030	
279	SRL DW517060 - Principal	\$ 5,269	\$ -	\$ 5,269	SRL DW517060	100%	0%	\$ 5,269	\$ -	
280	SRL DW517060 - Interest	\$ 2,799	\$ -	\$ 2,799	SRL DW517060	100%	0%	\$ 2,799	\$ -	
281	Total Existing Subordinate Debt Service	\$ 2,509,489	\$ -	\$ 2,509,489				\$ 1,913,829	\$ 595,660	
282	New Debt Service									
283	Imputed Annual Debt Service for CIP (From Schedule 13 of 13)	\$ 576,068	\$ -	\$ 576,068	Base Year CIP	88%	12%	\$ 508,172	\$ 67,897	
284	Total New Debt Service	\$ 576,068	\$ -	\$ 576,068				\$ 508,172	\$ 67,897	
285	TOTAL - DEBT SERVICE	\$ 8,642,740	\$ -	\$ 8,642,740				\$ 7,815,352	\$ 827,388	
286	OTHER BELOW THE LINE EXPENSES									
287	Letters of Credit									
288	Suntrust Letter of Credit Draw #1 - Principal	\$ 145,000	\$ -	\$ 145,000	Weighted Total O&M Expense	83%	17%	\$ 120,895	\$ 24,105	
289	Suntrust Letter of Credit Draw #1 - Interest	\$ 8,850	\$ -	\$ 8,850	Weighted Total O&M Expense	83%	17%	\$ 7,379	\$ 1,471	
290	Suntrust Letter of Credit Draw #3 - Principal	\$ 64,000	\$ -	\$ 64,000	Weighted Total O&M Expense	83%	17%	\$ 53,361	\$ 10,639	
291	Suntrust Letter of Credit Draw #3 - Interest	\$ 3,900	\$ -	\$ 3,900	Weighted Total O&M Expense	83%	17%	\$ 3,252	\$ 648	
292	Suntrust Letter of Credit Draw #4 - Principal	\$ 65,000	\$ -	\$ 65,000	Weighted Total O&M Expense	83%	17%	\$ 54,194	\$ 10,806	
293	Suntrust Letter of Credit Draw #4 - Interest	\$ 3,650	\$ -	\$ 3,650	Weighted Total O&M Expense	83%	17%	\$ 3,044	\$ 607	
294	Suntrust Letter of Credit Draw #5 - Principal	\$ 40,000	\$ -	\$ 40,000	Weighted Total O&M Expense	83%	17%	\$ 33,350	\$ 6,650	
295	Suntrust Letter of Credit Draw #5 - Interest	\$ 3,452	\$ -	\$ 3,452	Weighted Total O&M Expense	83%	17%	\$ 2,878	\$ 574	
296	Total Letters of Credit	\$ 333,852	\$ -	\$ 333,852				\$ 278,353	\$ 55,500	
297	TOTAL - OTHER BELOW THE LINE EXPENSES	\$ 333,852	\$ -	\$ 333,852				\$ 278,353	\$ 55,500	
298	OTHER USES									
299	Cash Funded Capital									
300	Imputed Cash Funded CIP (From Schedule 13 of 13)	\$ 4,697,576	\$ -	\$ 4,697,576	Base Year CIP	88%	12%	\$ 4,143,909	\$ 553,667	
301	Total Cash Funded Capital	\$ 4,697,576	\$ -	\$ 4,697,576				\$ 4,143,909	\$ 553,667	
302	Less: Capital Offsets									
303	Contributed Capital Funds Used for CIP in Current FY	\$ -	\$ -	\$ -	Base Year CIP ⁽⁵⁾	88%	12%	\$ -	\$ -	
304	Water Impact Fees Used for Payment of Debt	\$ (1,435,760)	\$ - ⁽⁶⁾	\$ (1,435,760)	Water Only	100%	0%	\$ (1,435,760)	\$ -	
305	Sewer Impact Fees Used for Payment of Debt	\$ (50,425)	\$ - ⁽⁶⁾	\$ (50,425)	Sewer / Reuse Only	0%	100%	\$ -	\$ (50,425)	
306	Water Projects Paid with Impact Fees	\$ -	\$ -	\$ -	Water Only	100%	0%	\$ -	\$ -	

Schedule 1 of 13

Service Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E	F	G	H	I		
						SERVICE ALLOCATION						
		Base Year Actuals	Adjustment	Base Year Adjusted Actuals	Allocation Factor (from Schedule 4 of 13)	Water	Sewer/ Reuse		Base Year Water Actuals	Base Year Sewer/ Reuse Actuals		
307	Sewer Projects Paid with Impact Fees	\$ -	\$ -	\$ -	Sewer / Reuse Only	0%	100%		\$ -	\$ -		
308	Total Capital Offsets	\$ (1,486,185)	\$ -	\$ (1,486,185)					\$ (1,435,760)	\$ (50,425)		
309	Use of Fund Balance											
310	Reserve Fund Balance Used for Cash Flow Deficit	\$ -	\$ -	\$ -	Weighted Total O&M Expense	83%	17%		\$ -	\$ -		
311	Total Use of Fund Balance	\$ -	\$ -	\$ -					\$ -	\$ -		
312	TOTAL - OTHER USES	\$ 3,211,391	\$ -	\$ 3,211,391					\$ 2,708,149	\$ 503,242		
313	OFFSETTING REVENUES											
314	Other Operating Revenue											
315	Water Connection Fee	\$ (442,243)	\$ -	\$ (442,243)	Water Only	100%	0%		\$ (442,243)	\$ -		
316	Water Hydrant Fees	\$ (2,776,051)	\$ -	\$ (2,776,051)	Water Only	100%	0%		\$ (2,776,051)	\$ -		
317	Hydrant Resid Flow Test	\$ (5,000)	\$ -	\$ (5,000)	Water Only	100%	0%		\$ (5,000)	\$ -		
318	Backflow Device Test	\$ (181,076)	\$ -	\$ (181,076)	Water Only	100%	0%		\$ (181,076)	\$ -		
319	Jumper Meters	\$ (2,000)	\$ -	\$ (2,000)	Water Only	100%	0%		\$ (2,000)	\$ -		
320	Plan Review / Const Inspect	\$ (30,500)	\$ -	\$ (30,500)	Water Only	100%	0%		\$ (30,500)	\$ -		
321	Backflow PRV/RLCT Temp	\$ (970)	\$ -	\$ (970)	Water Only	100%	0%		\$ (970)	\$ -		
322	Sewer Grease Trap Permits	\$ (6,442)	\$ -	\$ (6,442)	Sewer / Reuse Only	0%	100%		\$ -	\$ (6,442)		
323	Sewer Connection Fee	\$ (3,101)	\$ -	\$ (3,101)	Sewer / Reuse Only	0%	100%		\$ -	\$ (3,101)		
324	Reuse Water Installation	\$ (6,299)	\$ -	\$ (6,299)	Sewer / Reuse Only	0%	100%		\$ -	\$ (6,299)		
325	362 - Rents and Royalties	\$ (1,300)	\$ -	\$ (1,300)	Weighted Total O&M Expense	83%	17%		\$ (1,084)	\$ (216)		
326	364 - Sale of Fixed Assets	\$ (146,505)	\$ -	\$ (146,505)	Weighted Total O&M Expense	83%	17%		\$ (122,150)	\$ (24,355)		
327	365 - Sale of Surplus Scrap	\$ (7,028)	\$ -	\$ (7,028)	Weighted Total O&M Expense	83%	17%		\$ (5,860)	\$ (1,168)		
328	369 - Other Misc. Revenues	\$ (67,794)	\$ -	\$ (67,794)	Weighted Total O&M Expense	83%	17%		\$ (56,524)	\$ (11,270)		
329	Net Inc/Dec - FMV Investment	\$ 66,087	\$ -	\$ 66,087	Weighted Total O&M Expense	83%	17%		\$ 55,101	\$ 10,986		
330	Total Other Operating Revenue	\$ (3,610,223)	\$ -	\$ (3,610,223)					\$ (3,568,358)	\$ (41,865)		
331	Interest Income											
332	Interest Income	\$ (248,543)	\$ -	\$ (248,543)	Weighted Total O&M Expense	83%	17%		\$ (207,225)	\$ (41,318)		
333	Total Interest Income	\$ (248,543)	\$ -	\$ (248,543)					\$ (207,225)	\$ (41,318)		
334	TOTAL - OFFSETTING REVENUES	\$ (3,858,766)	\$ -	\$ (3,858,766)					\$ (3,775,583)	\$ (83,183)		
335	Total	\$ 55,736,920	\$ (9,149,852)	\$ 46,587,068					\$ 38,842,400	\$ 7,744,667		
									69.7%			

Footnotes:

(1) Water Admin - Removed cost of storage fee as this is part of rate calculation.

(2) Depreciation Expense is not included in analysis as it is not a cash expense.

(3) TO Restricted Asset 425 - This interfund transfer is to the debt service fund from which debt service is paid. Annual debt service is brought in and allocated by issuance under the Debt Service section above, so this transfer is removed to avoid double counting.

(4) Dyal Plant - Some line items include variable costs associated with increased production. Numbers shown are placeholders based on Phase 2 total demand. Actual Base Year costs per mgd will be extrapolated for Regional Customer demand as determined at the time of Phase 4 rate calculation.

(5) Contributed Capital Funds Used for CIP in Current FY will be allocated according to the nature of the project.

(6) Represents rate revenues freed up by the use of impact fees to pay for debt service.

Note: Minor capital outlay items are not in this O&M allocation, as they are included within the CIP.

Note: Offsetting Revenues to the Regional rate calculations exclude retail rate revenue, revenues earned not billed, capital asset contributions, and BABS Grant (Included in debt service).

Schedule 2 of 13

Customer Class Allocation - Base Year Net Revenue Requirement

		A	B	C	D	E	F	G
		CUSTOMER ALLOCATION						
		Base Year Water Actuals	Allocation Factor (from Schedule 6 of 13)	Regional/ Retail	Retail Only	Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals	
1	1515 FIELD SERVICES							
2	Salaries & Benefits							
3	12-00 Regular Salaries & Wages	\$ 695,147	Retail Only	0%	100%	\$ -	\$ 695,147	
4	12-12 Accrual Payouts	\$ 23,309	Retail Only	0%	100%	\$ -	\$ 23,309	
5	13-00 Other Salaries & Wages	\$ 56,084	Retail Only	0%	100%	\$ -	\$ 56,084	
6	14-00 Overtime	\$ 1,057	Retail Only	0%	100%	\$ -	\$ 1,057	
7	20-00 Clothing/Shoe Allowances	\$ 99	Retail Only	0%	100%	\$ -	\$ 99	
8	21-00 FICA Taxes	\$ 55,315	Retail Only	0%	100%	\$ -	\$ 55,315	
9	22-00 Retirement Contributions	\$ 151,135	Retail Only	0%	100%	\$ -	\$ 151,135	
10	23-00 Life/Health Insurance	\$ 227,289	Retail Only	0%	100%	\$ -	\$ 227,289	
11	24-00 Worker's Compensation	\$ 39,521	Retail Only	0%	100%	\$ -	\$ 39,521	
12	26-00 OPEB Health Expense	\$ 22,674	Retail Only	0%	100%	\$ -	\$ 22,674	
13	27-00 Cafeteria Plan	\$ 7,522	Retail Only	0%	100%	\$ -	\$ 7,522	
14	Total Salaries & Benefits	\$ 1,279,151				\$ -	\$ 1,279,151	
15	Operating Expenditures							
16	41-00 Communication	\$ 5,527	Retail Only	0%	100%	\$ -	\$ 5,527	
17	42-00 Postage & Freight	\$ 107	Retail Only	0%	100%	\$ -	\$ 107	
18	45-00 Insurance	\$ 8,019	Retail Only	0%	100%	\$ -	\$ 8,019	
19	46-00 Repairs & Maintenance	\$ 22,268	Retail Only	0%	100%	\$ -	\$ 22,268	
20	46-03 Repair/Maint - Vehicles	\$ 14,037	Retail Only	0%	100%	\$ -	\$ 14,037	
21	49-00 Other Charges & Oblig.	\$ 108	Retail Only	0%	100%	\$ -	\$ 108	
22	52-00 Operating Supplies	\$ 22,755	Retail Only	0%	100%	\$ -	\$ 22,755	
23	52-30 Fuel, Oil & Lubricants	\$ 38,144	Retail Only	0%	100%	\$ -	\$ 38,144	
24	54-00 Membership/Publications	\$ 179	Retail Only	0%	100%	\$ -	\$ 179	
25	Total Operating Expenditures	\$ 111,145				\$ -	\$ 111,145	
26	TOTAL - 1515 FIELD SERVICES	\$ 1,390,296				\$ -	\$ 1,390,296	
27	4010 WATER ADMINISTRATION							
28	Salaries & Benefits							
29	12-00 Regular Salaries & Wages	\$ 393,763	Weighted Total Water O&M	57%	43%	\$ 224,157	\$ 169,606	
30	12-12 Accrual Payouts	\$ 2,503	Weighted Total Water O&M	57%	43%	\$ 1,425	\$ 1,078	
31	13-00 Other Salaries & Wages	\$ 7,077	Weighted Total Water O&M	57%	43%	\$ 4,029	\$ 3,048	
32	14-00 Overtime	\$ 13,109	Weighted Total Water O&M	57%	43%	\$ 7,463	\$ 5,647	
33	21-00 FICA Taxes	\$ 31,169	Weighted Total Water O&M	57%	43%	\$ 17,744	\$ 13,426	
34	22-00 Retirement Contributions	\$ 405,577	Weighted Total Water O&M	57%	43%	\$ 230,882	\$ 174,694	
35	23-00 Life/Health Insurance	\$ 78,571	Weighted Total Water O&M	57%	43%	\$ 44,728	\$ 33,843	
36	23-02 Life/Health Retirees	\$ 105,977	Weighted Total Water O&M	57%	43%	\$ 60,329	\$ 45,647	
37	24-00 Worker's Compensation	\$ 10,075	Weighted Total Water O&M	57%	43%	\$ 5,735	\$ 4,339	
38	25-00 Unemployment Compensation	\$ 1,558	Weighted Total Water O&M	57%	43%	\$ 887	\$ 671	
39	26-00 OPEB Health Expense	\$ 21,375	Weighted Total Water O&M	57%	43%	\$ 12,168	\$ 9,207	
40	27-00 Cafeteria Plan	\$ 12,798	Weighted Total Water O&M	57%	43%	\$ 7,286	\$ 5,513	
41	Total Salaries & Benefits	\$ 1,083,552				\$ 616,832	\$ 466,720	

Schedule 2 of 13

Customer Class Allocation - Base Year Net Revenue Requirement

A		B	C	D		E	F	G
CUSTOMER ALLOCATION								
		Base Year Water Actuals	Allocation Factor (from Schedule 6 of 13)	Regional/ Retail	Retail Only	Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals	
42	Operating Expenses							
43	Operating Exp (Less Contin. Bad Debt, Indir Cost Alloc)							
44	31-00 Professional Services	\$ 191,219	Weighted Total Water O&M	57%	43%	\$ 108,855	\$ 82,364	
45	31-01 Legal Expenses	\$ 70,829	Weighted Total Water O&M	57%	43%	\$ 40,321	\$ 30,508	
46	31-33 Employee Health Center	\$ 101,672	Weighted Total Water O&M	57%	43%	\$ 57,878	\$ 43,793	
47	32-00 Accounting & Auditing	\$ 36,269	Weighted Total Water O&M	57%	43%	\$ 20,647	\$ 15,622	
48	34-00 Contract Services	\$ 125,000	Weighted Total Water O&M	57%	43%	\$ 71,158	\$ 53,841	
49	40-00 Travel & Per Diem	\$ 739	Weighted Total Water O&M	57%	43%	\$ 421	\$ 318	
50	41-00 Communication	\$ 1,558	Weighted Total Water O&M	57%	43%	\$ 887	\$ 671	
51	42-00 Postage & Freight	\$ 3,871	Weighted Total Water O&M	57%	43%	\$ 2,204	\$ 1,668	
52	43-00 Electric/Water/Sewer Service	\$ 1,030	Weighted Total Water O&M	57%	43%	\$ 586	\$ 444	
53	44-00 Rentals & Leases	\$ 1,494	Weighted Total Water O&M	57%	43%	\$ 850	\$ 643	
54	45-00 Insurance	\$ 264,825	Weighted Total Water O&M	57%	43%	\$ 150,757	\$ 114,069	
55	46-00 Repairs & Maintenance	\$ 2,993	Weighted Total Water O&M	57%	43%	\$ 1,704	\$ 1,289	
56	46-02 Repair/Maint Building	\$ 1,265	Weighted Total Water O&M	57%	43%	\$ 720	\$ 545	
57	46-03 Repair/Maint - Vehicles	\$ 1,141	Weighted Total Water O&M	57%	43%	\$ 649	\$ 491	
58	47-00 Printing & Binding	\$ 4,273	Weighted Total Water O&M	57%	43%	\$ 2,432	\$ 1,840	
59	48-00 Promotional Activities	\$ 11,385	Weighted Total Water O&M	57%	43%	\$ 6,481	\$ 4,904	
60	49-00 Other Charges & Oblig.	\$ 9,451	Weighted Total Water O&M	57%	43%	\$ 5,380	\$ 4,071	
61	49-08 Cash Over & Under	\$ 58,164	Weighted Total Water O&M	57%	43%	\$ 33,111	\$ 25,053	
62	49-09 Document Recording Chgs	\$ 1,253	Weighted Total Water O&M	57%	43%	\$ 713	\$ 540	
63	49-15 Obsolete Inventory	\$ 710	Weighted Total Water O&M	57%	43%	\$ 404	\$ 306	
64	52-00 Operating Supplies	\$ 52,495	Weighted Total Water O&M	57%	43%	\$ 29,884	\$ 22,611	
65	52-30 Fuel, Oil & Lubricants	\$ 2,033	Weighted Total Water O&M	57%	43%	\$ 1,157	\$ 876	
66	52-33 Employee Health Center	\$ 43,803	Weighted Total Water O&M	57%	43%	\$ 24,936	\$ 18,867	
67	54-00 Membership/Publications	\$ 23,728	Weighted Total Water O&M	57%	43%	\$ 13,508	\$ 10,220	
68	55-00 Training	\$ 1,230	Weighted Total Water O&M	57%	43%	\$ 700	\$ 530	
69	59-00 Depreciation Expense	\$ -	Weighted Total Water O&M	57%	43%	\$ -	\$ -	
70	General Fund Indirect Cost Allocation							
71	34-10 Allocations - General Fund	\$ 4,474,776	Weighted Total Water O&M	57%	43%	\$ 2,547,351	\$ 1,927,426	
72	Contingency & Bad Debt							
73	39-00 Contingency	\$ -	Weighted Total Water O&M	57%	43%	\$ -	\$ -	
74	49-07 Bad Debt Expense	\$ 82,550	Retail Only	0%	100%	\$ -	\$ 82,550	
75	Total Operating Expenses	\$ 5,569,755				\$ 3,123,695	\$ 2,446,060	
76	Interfund Transfers Out							
77	91-01 Transfer to General Fund 001	\$ 4,529,431	Retail Only	0%	100%	\$ -	\$ 4,529,431	
78	91-25 TO Restricted Asset 425	\$ -	Retail Only	0%	100%	\$ -	\$ -	
79	91-53 Health Insurance Fund 530	\$ 337,894	Retail Only	0%	100%	\$ -	\$ 337,894	
80	95-01 6% ILO Franchise Fee	\$ 1,157,293	Retail Only	0%	100%	\$ -	\$ 1,157,293	
81	Total Interfund Transfers Out	\$ 6,024,618				\$ -	\$ 6,024,618	
82	TOTAL - 4010 WATER ADMINISTRATION	\$ 12,677,925				\$ 3,740,527	\$ 8,937,398	

Schedule 2 of 13

Customer Class Allocation - Base Year Net Revenue Requirement

A		B	C	D		E	F	G
				CUSTOMER ALLOCATION				
		Base Year Water Actuals	Allocation Factor (from Schedule 6 of 13)	Regional/ Retail	Retail Only	Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals	
83	4020 DYAL PLANT							
84	Salaries & Benefits							
85	12-00 Regular Salaries & Wages	\$ 1,423,257	Regional / Retail	100%	0%	\$ 1,423,257	\$ -	
86	12-12 Accrual Payouts	\$ 13,055	Regional / Retail	100%	0%	\$ 13,055	\$ -	
87	13-00 Other Salaries & Wages	\$ 53,415	Regional / Retail	100%	0%	\$ 53,415	\$ -	
88	14-00 Overtime	\$ 138,104	Regional / Retail	100%	0%	\$ 138,104	\$ -	
89	20-00 Clothing/Shoe Allowances	\$ 805	Regional / Retail	100%	0%	\$ 805	\$ -	
90	21-00 FICA Taxes	\$ 119,813	Regional / Retail	100%	0%	\$ 119,813	\$ -	
91	22-00 Retirement Contributions	\$ 117,771	Regional / Retail	100%	0%	\$ 117,771	\$ -	
92	23-00 Life/Health Insurance	\$ 450,955	Regional / Retail	100%	0%	\$ 450,955	\$ -	
93	24-00 Worker's Compensation	\$ 92,981	Regional / Retail	100%	0%	\$ 92,981	\$ -	
94	26-00 OPEB Health Expense	\$ 60,820	Regional / Retail	100%	0%	\$ 60,820	\$ -	
95	27-00 Cafeteria Plan	\$ 12,350	Regional / Retail	100%	0%	\$ 12,350	\$ -	
96	Total Salaries & Benefits	\$ 2,483,327				\$ 2,483,327	\$ -	
97	Operating Expenditures							
98	31-00 Professional Services	\$ 8,286	Regional / Retail	100%	0%	\$ 8,286	\$ -	
99	34-00 Contract Services	\$ 231,447	Regional / Retail	100%	0%	\$ 231,447	\$ -	
100	40-00 Travel & Per Diem	\$ 4,587	Regional / Retail	100%	0%	\$ 4,587	\$ -	
101	41-00 Communication	\$ 62,013	Regional / Retail	100%	0%	\$ 62,013	\$ -	
102	42-00 Postage & Freight	\$ 26,210	Regional / Retail	100%	0%	\$ 26,210	\$ -	
103	43-00 Electric/Water/Sewer Service	\$ 1,721,982	Regional / Retail	100%	0%	\$ 1,721,982	\$ -	
104	44-00 Rentals & Leases	\$ 118,048	Regional / Retail	100%	0%	\$ 118,048	\$ -	
105	45-00 Insurance	\$ 9,183	Regional / Retail	100%	0%	\$ 9,183	\$ -	
106	46-00 Repairs & Maintenance	\$ 2,436,303	Regional / Retail	100%	0%	\$ 2,436,303	\$ -	
107	46-02 Repair/Maint Building	\$ 317,392	Regional / Retail	100%	0%	\$ 317,392	\$ -	
108	46-03 Repair/Maint - Vehicles	\$ 26,551	Regional / Retail	100%	0%	\$ 26,551	\$ -	
109	47-00 Printing & Binding	\$ 61	Regional / Retail	100%	0%	\$ 61	\$ -	
110	49-00 Other Charges & Oblig.	\$ 7,469	Regional / Retail	100%	0%	\$ 7,469	\$ -	
111	52-00 Operating Supplies	\$ 3,543,278	Regional / Retail	100%	0%	\$ 3,543,278	\$ -	
112	52-07 Janitorial Supplies	\$ 4,095	Regional / Retail	100%	0%	\$ 4,095	\$ -	
113	52-30 Fuel, Oil & Lubricants	\$ 67,376	Regional / Retail	100%	0%	\$ 67,376	\$ -	
114	53-00 Road Materials/Supplies	\$ 9,572	Regional / Retail	100%	0%	\$ 9,572	\$ -	
115	54-00 Membership/Publications	\$ -	Regional / Retail	100%	0%	\$ -	\$ -	
116	55-00 Training	\$ 25,233	Regional / Retail	100%	0%	\$ 25,233	\$ -	
117	Total Operating Expenditures	\$ 8,619,087				\$ 8,619,087	\$ -	
118	TOTAL - 4020 DYAL PLANT	\$ 11,102,413				\$ 11,102,413	\$ -	

Schedule 2 of 13

Customer Class Allocation - Base Year Net Revenue Requirement

A		B	C	D		E	F	G
				CUSTOMER ALLOCATION				
		Base Year Water Actuals	Allocation Factor (from Schedule 6 of 13)	Regional/ Retail	Retail Only	Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals	
119	4025 WATER FIELD OPERATIONS							
120	Salaries & Benefits							
121	12-00 Regular Salaries & Wages	\$ 1,711,936	Miles of Pipe	3%	97%	\$ 55,546	\$ 1,656,390	
122	12-12 Accrual Payouts	\$ 23,525	Miles of Pipe	3%	97%	\$ 763	\$ 22,762	
123	13-00 Other Salaries & Wages	\$ 68,438	Miles of Pipe	3%	97%	\$ 2,221	\$ 66,217	
124	14-00 Overtime	\$ 159,167	Miles of Pipe	3%	97%	\$ 5,164	\$ 154,003	
125	20-00 Clothing/Shoe Allowances	\$ 770	Miles of Pipe	3%	97%	\$ 25	\$ 745	
126	21-00 FICA Taxes	\$ 144,287	Miles of Pipe	3%	97%	\$ 4,682	\$ 139,606	
127	22-00 Retirement Contributions	\$ 214,299	Miles of Pipe	3%	97%	\$ 6,953	\$ 207,346	
128	23-00 Life/Health Insurance	\$ 482,981	Miles of Pipe	3%	97%	\$ 15,671	\$ 467,310	
129	24-00 Worker's Compensation	\$ 108,444	Miles of Pipe	3%	97%	\$ 3,519	\$ 104,925	
130	26-00 OPEB Health Expense	\$ 82,276	Miles of Pipe	3%	97%	\$ 2,670	\$ 79,607	
131	27-00 Cafeteria Plan	\$ 23,650	Miles of Pipe	3%	97%	\$ 767	\$ 22,883	
132	Total Salaries & Benefits	\$ 3,019,774				\$ 97,981	\$ 2,921,793	
133	Operating Expenditures							
134	31-00 Professional Services	\$ 2,789	Miles of Pipe	3%	97%	\$ 90	\$ 2,698	
135	34-00 Contract Services	\$ 38,493	Miles of Pipe	3%	97%	\$ 1,249	\$ 37,244	
136	40-00 Travel & Per Diem	\$ 2,375	Miles of Pipe	3%	97%	\$ 77	\$ 2,298	
137	41-00 Communication	\$ 19,306	Miles of Pipe	3%	97%	\$ 626	\$ 18,680	
138	42-00 Postage & Freight	\$ 2,538	Miles of Pipe	3%	97%	\$ 82	\$ 2,456	
139	43-00 Electric/Water/Sewer Service	\$ 73,786	Miles of Pipe	3%	97%	\$ 2,394	\$ 71,391	
140	44-00 Rentals & Leases	\$ 3,201	Miles of Pipe	3%	97%	\$ 104	\$ 3,097	
141	45-00 Insurance	\$ 17,552	Miles of Pipe	3%	97%	\$ 569	\$ 16,982	
142	46-00 Repairs & Maintenance	\$ 2,361,373	Miles of Pipe	3%	97%	\$ 76,618	\$ 2,284,754	
143	46-02 Repair/Maint Building	\$ 82,465	Miles of Pipe	3%	97%	\$ 2,676	\$ 79,789	
144	46-03 Repair/Maint - Vehicles	\$ 72,758	Miles of Pipe	3%	97%	\$ 2,361	\$ 70,397	
145	47-00 Printing & Binding	\$ 25	Miles of Pipe	3%	97%	\$ 1	\$ 24	
146	49-00 Other Charges & Oblig.	\$ 2,112	Miles of Pipe	3%	97%	\$ 69	\$ 2,043	
147	52-00 Operating Supplies	\$ 118,489	Miles of Pipe	3%	97%	\$ 3,845	\$ 114,644	
148	52-07 Janitorial Supplies	\$ 3,050	Miles of Pipe	3%	97%	\$ 99	\$ 2,951	
149	52-30 Fuel, Oil & Lubricants	\$ 75,344	Miles of Pipe	3%	97%	\$ 2,445	\$ 72,899	
150	53-00 Road Materials/Supplies	\$ 5,602	Miles of Pipe	3%	97%	\$ 182	\$ 5,420	
151	54-00 Membership/Publications	\$ 255	Miles of Pipe	3%	97%	\$ 8	\$ 247	
152	55-00 Training	\$ 3,649	Miles of Pipe	3%	97%	\$ 118	\$ 3,531	
153	Total Operating Expenditures	\$ 2,885,159				\$ 93,613	\$ 2,791,546	
154	TOTAL - 4025 WATER FIELD OPERATIONS	\$ 5,904,934				\$ 191,594	\$ 5,713,339	

Schedule 2 of 13

Customer Class Allocation - Base Year Net Revenue Requirement

A		B		C	D		E	F	G
				CUSTOMER ALLOCATION					
		Base Year Water Actuals	Allocation Factor (from Schedule 6 of 13)		Regional/ Retail	Retail Only	Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals	
155	4055 ENGINEERING								
156	Salaries & Benefits								
157	12-00 Regular Salaries & Wages	\$ 341,965	Weighted Total Water CIP	66%	34%	\$ 224,265	\$ 117,699		
158	12-12 Accrual Payouts	\$ 9,818	Weighted Total Water CIP	66%	34%	\$ 6,439	\$ 3,379		
159	13-00 Other Salaries & Wages	\$ 56,765	Weighted Total Water CIP	66%	34%	\$ 37,228	\$ 19,538		
160	14-00 Overtime	\$ 117	Weighted Total Water CIP	66%	34%	\$ 77	\$ 40		
161	21-00 FICA Taxes	\$ 31,089	Weighted Total Water CIP	66%	34%	\$ 20,389	\$ 10,700		
162	22-00 Retirement Contributions	\$ 29,989	Weighted Total Water CIP	66%	34%	\$ 19,667	\$ 10,322		
163	23-00 Life/Health Insurance	\$ 137,141	Weighted Total Water CIP	66%	34%	\$ 89,939	\$ 47,202		
164	24-00 Worker's Compensation	\$ 4,108	Weighted Total Water CIP	66%	34%	\$ 2,694	\$ 1,414		
165	26-00 OPEB Health Expense	\$ 17,755	Weighted Total Water CIP	66%	34%	\$ 11,644	\$ 6,111		
166	27-00 Cafeteria Plan	\$ 19,363	Weighted Total Water CIP	66%	34%	\$ 12,698	\$ 6,664		
167	Total Salaries & Benefits	\$ 648,109				\$ 425,039	\$ 223,070		
168	Operating Expenditures								
169	31-03 Engineering Services	\$ -	Weighted Total Water CIP	66%	34%	\$ -	\$ -		
170	34-00 Contract Services	\$ 65,229	Weighted Total Water CIP	66%	34%	\$ 42,778	\$ 22,451		
171	40-00 Travel & Per Diem	\$ 7	Weighted Total Water CIP	66%	34%	\$ 4	\$ 2		
172	41-00 Communication	\$ 2,541	Weighted Total Water CIP	66%	34%	\$ 1,666	\$ 874		
173	42-00 Postage & Freight	\$ 268	Weighted Total Water CIP	66%	34%	\$ 176	\$ 92		
174	45-00 Insurance	\$ 2,028	Weighted Total Water CIP	66%	34%	\$ 1,330	\$ 698		
175	46-00 Repairs & Maintenance	\$ 4,624	Weighted Total Water CIP	66%	34%	\$ 3,033	\$ 1,592		
176	46-03 Repair/Maint - Vehicles	\$ 3,302	Weighted Total Water CIP	66%	34%	\$ 2,165	\$ 1,136		
177	47-00 Printing & Binding	\$ 51	Weighted Total Water CIP	66%	34%	\$ 33	\$ 18		
178	49-00 Other Charges & Oblig.	\$ 632	Weighted Total Water CIP	66%	34%	\$ 414	\$ 218		
179	52-00 Operating Supplies	\$ 8,601	Weighted Total Water CIP	66%	34%	\$ 5,641	\$ 2,960		
180	52-30 Fuel, Oil & Lubricants	\$ 4,333	Weighted Total Water CIP	66%	34%	\$ 2,842	\$ 1,491		
181	54-00 Membership/Publications	\$ 316	Weighted Total Water CIP	66%	34%	\$ 207	\$ 109		
182	55-00 Training	\$ 520	Weighted Total Water CIP	66%	34%	\$ 341	\$ 179		
183	Total Operating Expenditures	\$ 92,452				\$ 60,631	\$ 31,821		
184	TOTAL - 4055 ENGINEERING	\$ 740,561				\$ 485,671	\$ 254,891		
185	4120 WATER RECLAMATION								
186	Salaries & Benefits								
187	12-00 Regular Salaries & Wages	\$ -	N/A	0%	0%	\$ -	\$ -		
188	12-12 Accrual Payouts	\$ -	N/A	0%	0%	\$ -	\$ -		
189	13-00 Other Salaries & Wages	\$ -	N/A	0%	0%	\$ -	\$ -		
190	14-00 Overtime	\$ -	N/A	0%	0%	\$ -	\$ -		
191	20-00 Clothing/Shoe Allowances	\$ -	N/A	0%	0%	\$ -	\$ -		
192	21-00 FICA Taxes	\$ -	N/A	0%	0%	\$ -	\$ -		
193	22-00 Retirement Contributions	\$ -	N/A	0%	0%	\$ -	\$ -		
194	23-00 Life/Health Insurance	\$ -	N/A	0%	0%	\$ -	\$ -		
195	24-00 Worker's Compensation	\$ -	N/A	0%	0%	\$ -	\$ -		
196	26-00 OPEB Health Expense	\$ -	N/A	0%	0%	\$ -	\$ -		
197	27-00 Cafeteria Plan	\$ -	N/A	0%	0%	\$ -	\$ -		

Schedule 2 of 13

Customer Class Allocation - Base Year Net Revenue Requirement

A		B	C	D		E	F	G
				CUSTOMER ALLOCATION				
		Base Year Water Actuals	Allocation Factor (from Schedule 6 of 13)	Regional/ Retail	Retail Only	Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals	
198	Total Salaries & Benefits	\$ -				\$ -	\$ -	
199	Operating Expenditures							
200	31-00 Professional Services	\$ -	N/A	0%	0%	\$ -	\$ -	
201	34-00 Contract Services	\$ -	N/A	0%	0%	\$ -	\$ -	
202	40-00 Travel & Per Diem	\$ -	N/A	0%	0%	\$ -	\$ -	
203	41-00 Communication	\$ -	N/A	0%	0%	\$ -	\$ -	
204	42-00 Postage & Freight	\$ -	N/A	0%	0%	\$ -	\$ -	
205	43-00 Electric/Water/Sewer Service	\$ -	N/A	0%	0%	\$ -	\$ -	
206	44-00 Rentals & Leases	\$ -	N/A	0%	0%	\$ -	\$ -	
207	45-00 Insurance	\$ -	N/A	0%	0%	\$ -	\$ -	
208	46-00 Repairs & Maintenance	\$ -	N/A	0%	0%	\$ -	\$ -	
209	46-02 Repair/Maint Building	\$ -	N/A	0%	0%	\$ -	\$ -	
210	46-03 Repair/Maint - Vehicles	\$ -	N/A	0%	0%	\$ -	\$ -	
211	49-00 Other Charges & Oblig.	\$ -	N/A	0%	0%	\$ -	\$ -	
212	52-00 Operating Supplies	\$ -	N/A	0%	0%	\$ -	\$ -	
213	52-07 Janitorial Supplies	\$ -	N/A	0%	0%	\$ -	\$ -	
214	52-30 Fuel, Oil & Lubricants	\$ -	N/A	0%	0%	\$ -	\$ -	
215	54-00 Membership/Publications	\$ -	N/A	0%	0%	\$ -	\$ -	
216	55-00 Training	\$ -	N/A	0%	0%	\$ -	\$ -	
217	Total Operating Expenditures	\$ -				\$ -	\$ -	
218	TOTAL - 4120 WATER RECLAMATION	\$ -				\$ -	\$ -	
219	4125 SEWER FIELD OPERATIONS							
220	Salaries & Benefits							
221	12-00 Regular Salaries & Wages	\$ -	N/A	0%	0%	\$ -	\$ -	
222	14-00 Overtime	\$ -	N/A	0%	0%	\$ -	\$ -	
223	20-00 Clothing/Shoe Allowances	\$ -	N/A	0%	0%	\$ -	\$ -	
224	21-00 FICA Taxes	\$ -	N/A	0%	0%	\$ -	\$ -	
225	22-00 Retirement Contributions	\$ -	N/A	0%	0%	\$ -	\$ -	
226	23-00 Life/Health Insurance	\$ -	N/A	0%	0%	\$ -	\$ -	
227	24-00 Worker's Compensation	\$ -	N/A	0%	0%	\$ -	\$ -	
228	26-00 OPEB Health Expense	\$ -	N/A	0%	0%	\$ -	\$ -	
229	27-00 Cafeteria Plan	\$ -	N/A	0%	0%	\$ -	\$ -	
230	Total Salaries & Benefits	\$ -				\$ -	\$ -	
231	Operating Expenditures							
232	34-00 Contract Services	\$ -	N/A	0%	0%	\$ -	\$ -	
233	40-00 Travel & Per Diem	\$ -	N/A	0%	0%	\$ -	\$ -	
234	41-00 Communication	\$ -	N/A	0%	0%	\$ -	\$ -	
235	42-00 Postage & Freight	\$ -	N/A	0%	0%	\$ -	\$ -	
236	43-00 Electric/Water/Sewer Service	\$ -	N/A	0%	0%	\$ -	\$ -	
237	44-00 Rentals & Leases	\$ -	N/A	0%	0%	\$ -	\$ -	
238	45-00 Insurance	\$ -	N/A	0%	0%	\$ -	\$ -	
239	46-00 Repairs & Maintenance	\$ -	N/A	0%	0%	\$ -	\$ -	
240	46-03 Repair/Maint - Vehicles	\$ -	N/A	0%	0%	\$ -	\$ -	

Schedule 2 of 13

Customer Class Allocation - Base Year Net Revenue Requirement

A		B	C	D		E	F	G
				CUSTOMER ALLOCATION				
		Base Year Water Actuals	Allocation Factor (from Schedule 6 of 13)	Regional/ Retail	Retail Only	Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals	
241	47-00 Printing & Binding	\$ -	N/A	0%	0%	\$ -	\$ -	
242	49-00 Other Charges & Oblig.	\$ -	N/A	0%	0%	\$ -	\$ -	
243	52-00 Operating Supplies	\$ -	N/A	0%	0%	\$ -	\$ -	
244	52-30 Fuel, Oil & Lubricants	\$ -	N/A	0%	0%	\$ -	\$ -	
245	53-00 Road Materials/Supplies	\$ -	N/A	0%	0%	\$ -	\$ -	
246	54-00 Membership/Publications	\$ -	N/A	0%	0%	\$ -	\$ -	
247	55-00 Training	\$ -	N/A	0%	0%	\$ -	\$ -	
248	Total Operating Expenditures	\$ -				\$ -	\$ -	
249	TOTAL - 4125 SEWER FIELD OPERATIONS	\$ -				\$ -	\$ -	
250	DEBT SERVICE							
251	Existing Senior Lien Debt Service							
252	Series 1999 Bond - Principal	\$ 1,128,355	Series 1999 Bonds	95%	5%	\$ 1,070,010	\$ 58,345	
253	Series 1999 Bond - Interest	\$ 187,336	Series 1999 Bonds	95%	5%	\$ 177,649	\$ 9,687	
254	Series 2003 - Principal	\$ 1,206,537	Series 2003 Bonds	95%	5%	\$ 1,145,591	\$ 60,946	
255	Series 2003 - Interest	\$ 618,012	Series 2003 Bonds	95%	5%	\$ 586,795	\$ 31,218	
256	Series 2009A Bonds - Principal	\$ -	Series 2009A Bonds	51%	49%	\$ -	\$ -	
257	Series 2009A Bonds - Interest	\$ 412,449	Series 2009A Bonds	51%	49%	\$ 210,421	\$ 202,028	
258	Series 2009B Bonds - Principal	\$ -	Series 2009B Bonds	95%	5%	\$ -	\$ -	
259	Series 2009B Bonds - Interest	\$ 569,723	Series 2009B Bonds	95%	5%	\$ 540,264	\$ 29,459	
260	Series 2010 BAB - Principal	\$ -	Series 2010 BAB	47%	53%	\$ -	\$ -	
261	Series 2010 BAB - Interest	\$ 1,866,313	Series 2010 BAB	47%	53%	\$ 880,993	\$ 985,320	
262	Series 2010 BAB - Subsidy	\$ (595,374)	Series 2010 BAB	47%	53%	\$ (281,046)	\$ (314,328)	
263	Total Existing Senior Lien Debt Service	\$ 5,393,351				\$ 4,330,677	\$ 1,062,675	
264	Existing Subordinate Debt Service							
265	SRL 517010 - Principal	\$ 295,504	SRL 517010	0%	100%	\$ -	\$ 295,504	
266	SRL 517010 - Interest	\$ 65,279	SRL 517010	0%	100%	\$ -	\$ 65,279	
267	SRL 517020 - Principal	\$ 230,751	SRL 517020	0%	100%	\$ -	\$ 230,751	
268	SRL 517020 - Interest	\$ 62,334	SRL 517020	0%	100%	\$ -	\$ 62,334	
269	SRL 517030 - Principal	\$ 521,267	SRL 517030	0%	100%	\$ -	\$ 521,267	
270	SRL 517030 - Interest	\$ 149,922	SRL 517030	0%	100%	\$ -	\$ 149,922	
271	SRL 202P - Principal	\$ -	SRL 202P	0%	100%	\$ -	\$ -	
272	SRL 202P - Interest	\$ -	SRL 202P	0%	100%	\$ -	\$ -	
273	SRL 517040 - Principal	\$ 99,534	SRL 517040	0%	100%	\$ -	\$ 99,534	
274	SRL 517040 - Interest	\$ 51,878	SRL 517040	0%	100%	\$ -	\$ 51,878	
275	SRL - 517050 - Principal	\$ 284,707	SRL 517050	0%	100%	\$ -	\$ 284,707	
276	SRL - 517050 - Interest	\$ 144,585	SRL 517050	0%	100%	\$ -	\$ 144,585	
277	SRL WW812030 - Principal	\$ -	SRL WW812030	0%	100%	\$ -	\$ -	
278	SRL WW812030 - Interest	\$ -	SRL WW812030	0%	100%	\$ -	\$ -	
279	SRL DW517060 - Principal	\$ 5,269	SRL DW517060	0%	100%	\$ -	\$ 5,269	
280	SRL DW517060 - Interest	\$ 2,799	SRL DW517060	0%	100%	\$ -	\$ 2,799	
281	Total Existing Subordinate Debt Service	\$ 1,913,829				\$ -	\$ 1,913,829	

Schedule 2 of 13

Customer Class Allocation - Base Year Net Revenue Requirement

A		B		C		D		E		F		G	
						CUSTOMER ALLOCATION							
		Base Year Water Actuals		Allocation Factor (from Schedule 6 of 13)		Regional/ Retail		Retail Only		Base Year Regional/ Retail Actuals		Base Year Retail Only Actuals	
282	New Debt Service												
283	Imputed Annual Debt Service for CIP (From Schedule 13 of 13)	\$	508,172		Base Year Water CIP		66%		34%	\$	333,266	\$	174,906
284	Total New Debt Service	\$	508,172							\$	333,266	\$	174,906
285	TOTAL - DEBT SERVICE	\$	7,815,352							\$	4,663,943	\$	3,151,409
286	OTHER BELOW THE LINE EXPENSES												
287	Letters of Credit												
288	Suntrust Letter of Credit Draw #1 - Principal	\$	120,895		Retail Only		0%		100%	\$	-	\$	120,895
289	Suntrust Letter of Credit Draw #1 - Interest	\$	7,379		Retail Only		0%		100%	\$	-	\$	7,379
290	Suntrust Letter of Credit Draw #3 - Principal	\$	53,361		Retail Only		0%		100%	\$	-	\$	53,361
291	Suntrust Letter of Credit Draw #3 - Interest	\$	3,252		Retail Only		0%		100%	\$	-	\$	3,252
292	Suntrust Letter of Credit Draw #4 - Principal	\$	54,194		Retail Only		0%		100%	\$	-	\$	54,194
293	Suntrust Letter of Credit Draw #4 - Interest	\$	3,044		Retail Only		0%		100%	\$	-	\$	3,044
294	Suntrust Letter of Credit Draw #5 - Principal	\$	33,350		Retail Only		0%		100%	\$	-	\$	33,350
295	Suntrust Letter of Credit Draw #5 - Interest	\$	2,878		Retail Only		0%		100%	\$	-	\$	2,878
296	Total Letters of Credit	\$	278,353							\$	-	\$	278,353
297	TOTAL - OTHER BELOW THE LINE EXPENSES	\$	278,353							\$	-	\$	278,353
298	OTHER USES												
299	Cash Funded Capital												
300	Imputed Cash Funded CIP (From Schedule 13 of 13)	\$	4,143,909		Base Year Water CIP		66%		34%	\$	2,717,634	\$	1,426,275
301	Total Cash Funded Capital	\$	4,143,909							\$	2,717,634	\$	1,426,275
302	Less: Capital Offsets												
303	Contributed Capital Funds Used for CIP in Current FY	\$	-		Regional / Retail	(1)	100%		0%	\$	-	\$	-
304	Water Impact Fees Used for Payment of Debt	\$	(1,435,760)		Water Impact Fees		40%		60%	\$	(580,385)	\$	(855,375)
305	Sewer Impact Fees Used for Payment of Debt	\$	-		N/A		0%		0%	\$	-	\$	-
306	Water Projects Paid with Impact Fees	\$	-		Water Impact Fees		40%		60%	\$	-	\$	-
307	Sewer Projects Paid with Impact Fees	\$	-		N/A		0%		0%	\$	-	\$	-
308	Total Capital Offsets	\$	(1,435,760)							\$	(580,385)	\$	(855,375)
309	Use of Fund Balance												
310	Reserve Fund Balance Used for Cash Flow Deficit	\$	-		Weighted Total Water O&M		57%		43%	\$	-	\$	-
311	Total Use of Fund Balance	\$	-							\$	-	\$	-
312	TOTAL - OTHER USES	\$	2,708,149							\$	2,137,248	\$	570,901
313	OFFSETTING REVENUES												
314	Other Operating Revenue												
315	Water Connection Fee	\$	(442,243)		Retail Only		0%		100%	\$	-	\$	(442,243)
316	Water Hydrant Fees	\$	(2,776,051)		Retail Only		0%		100%	\$	-	\$	(2,776,051)
317	Hydrant Resid Flow Test	\$	(5,000)		Retail Only		0%		100%	\$	-	\$	(5,000)
318	Backflow Device Test	\$	(181,076)		Retail Only		0%		100%	\$	-	\$	(181,076)
319	Jumper Meters	\$	(2,000)		Retail Only		0%		100%	\$	-	\$	(2,000)
320	Plan Review / Const Inspect	\$	(30,500)		Weighted Total Water O&M		57%		43%	\$	(17,363)	\$	(13,137)
321	Backflow PRV/RLCT Temp	\$	(970)		Retail Only		0%		100%	\$	-	\$	(970)
322	Sewer Grease Trap Permits	\$	-		N/A		0%		0%	\$	-	\$	-

Schedule 2 of 13

Customer Class Allocation - Base Year Net Revenue Requirement

A		B	C	D		E	F	G
			CUSTOMER ALLOCATION					
		Base Year Water Actuals	Allocation Factor (from Schedule 6 of 13)	Regional/ Retail	Retail Only	Base Year Regional/ Retail Actuals	Base Year Retail Only Actuals	
323	Sewer Connection Fee	\$ -	N/A	0%	0%	\$ -	\$ -	
324	Reuse Water Installation	\$ -	N/A	0%	0%	\$ -	\$ -	
325	362 - Rents and Royalties	\$ (1,084)	Weighted Total Water O&M	57%	43%	\$ (617)	\$ (467)	
326	364 - Sale of Fixed Assets	\$ (122,150)	Weighted Total Water O&M	57%	43%	\$ (69,536)	\$ (52,614)	
327	365 - Sale of Surplus Scrap	\$ (5,860)	Weighted Total Water O&M	57%	43%	\$ (3,336)	\$ (2,524)	
328	369 - Other Misc. Revenues	\$ (56,524)	Weighted Total Water O&M	57%	43%	\$ (32,177)	\$ (24,347)	
328	Net Inc/Dec - FMV Investment	\$ 55,101	Weighted Total Water O&M	57%	43%	\$ 31,367	\$ 23,734	
329	Total Other Operating Revenue	\$ (3,568,358)				\$ (91,662)	\$ (3,476,695)	
330	Interest Income							
331	Interest Income	\$ (207,225)	Weighted Total Water O&M	57%	43%	\$ (117,967)	\$ (89,258)	
332	Total Interest Income	\$ (207,225)				\$ (117,967)	\$ (89,258)	
333	TOTAL - OFFSETTING REVENUES	\$ (3,775,583)				\$ (209,629)	\$ (3,565,954)	
334	Total	\$ 38,842,400				\$ 22,111,767	\$ 16,730,633	
						56.9%		

(1) Contributed Capital Funds Used for CIP in Current FY will be allocated according to the nature of the project.

Schedule 3 of 13

Surface Water Supply Allocation - Base Year Net Revenue Requirement

		A	B	C	D		E	F	G
		SERVICE ALLOCATION %							
		Base Year Regional/ Retail Actuals	Allocation Factor		Surface Water Supply	Remainder of Base Year Regional/ Retail Actuals	Base Year Surface Water Supply	Remainder of Base Year Regional/ Retail Actuals	
1	1515 FIELD SERVICES								
2	Salaries & Benefits								
3	12-00 Regular Salaries & Wages	\$ -		N/A	0%	0%	\$ -	\$ -	
4	12-12 Accrual Payouts	\$ -		N/A	0%	0%	\$ -	\$ -	
5	13-00 Other Salaries & Wages	\$ -		N/A	0%	0%	\$ -	\$ -	
6	14-00 Overtime	\$ -		N/A	0%	0%	\$ -	\$ -	
7	20-00 Clothing/Shoe Allowances	\$ -		N/A	0%	0%	\$ -	\$ -	
8	21-00 FICA Taxes	\$ -		N/A	0%	0%	\$ -	\$ -	
9	22-00 Retirement Contributions	\$ -		N/A	0%	0%	\$ -	\$ -	
10	23-00 Life/Health Insurance	\$ -		N/A	0%	0%	\$ -	\$ -	
11	24-00 Worker's Compensation	\$ -		N/A	0%	0%	\$ -	\$ -	
12	26-00 OPEB Health Expense	\$ -		N/A	0%	0%	\$ -	\$ -	
13	27-00 Cafeteria Plan	\$ -		N/A	0%	0%	\$ -	\$ -	
14	Total Salaries & Benefits	\$ -					\$ -	\$ -	
15	Operating Expenditures								
16	41-00 Communication	\$ -		N/A	0%	0%	\$ -	\$ -	
17	42-00 Postage & Freight	\$ -		N/A	0%	0%	\$ -	\$ -	
18	45-00 Insurance	\$ -		N/A	0%	0%	\$ -	\$ -	
19	46-00 Repairs & Maintenance	\$ -		N/A	0%	0%	\$ -	\$ -	
20	46-03 Repair/Maint - Vehicles	\$ -		N/A	0%	0%	\$ -	\$ -	
21	49-00 Other Charges & Oblig.	\$ -		N/A	0%	0%	\$ -	\$ -	
22	52-00 Operating Supplies	\$ -		N/A	0%	0%	\$ -	\$ -	
23	52-30 Fuel, Oil & Lubricants	\$ -		N/A	0%	0%	\$ -	\$ -	
24	54-00 Membership/Publications	\$ -		N/A	0%	0%	\$ -	\$ -	
25	Total Operating Expenditures	\$ -					\$ -	\$ -	
26	TOTAL - 1515 FIELD SERVICES	\$ -					\$ -	\$ -	
27	4010 WATER ADMINISTRATION								
28	Salaries & Benefits								
29	12-00 Regular Salaries & Wages	\$ 224,157		Weighted Total Surface Water Supply O&M	1%	99%	\$ 1,379	\$ 222,778	
30	12-12 Accrual Payouts	\$ 1,425		Weighted Total Surface Water Supply O&M	1%	99%	\$ 9	\$ 1,416	
31	13-00 Other Salaries & Wages	\$ 4,029		Weighted Total Surface Water Supply O&M	1%	99%	\$ 25	\$ 4,004	
32	14-00 Overtime	\$ 7,463		Weighted Total Surface Water Supply O&M	1%	99%	\$ 46	\$ 7,417	
33	21-00 FICA Taxes	\$ 17,744		Weighted Total Surface Water Supply O&M	1%	99%	\$ 109	\$ 17,634	
34	22-00 Retirement Contributions	\$ 230,882		Weighted Total Surface Water Supply O&M	1%	99%	\$ 1,421	\$ 229,461	
35	23-00 Life/Health Insurance	\$ 44,728		Weighted Total Surface Water Supply O&M	1%	99%	\$ 275	\$ 44,453	
36	23-02 Life/Health Retirees	\$ 60,329		Weighted Total Surface Water Supply O&M	1%	99%	\$ 371	\$ 59,958	
37	24-00 Worker's Compensation	\$ 5,735		Weighted Total Surface Water Supply O&M	1%	99%	\$ 35	\$ 5,700	
38	25-00 Unemployment Compensation	\$ 887		Weighted Total Surface Water Supply O&M	1%	99%	\$ 5	\$ 882	
39	26-00 OPEB Health Expense	\$ 12,168		Weighted Total Surface Water Supply O&M	1%	99%	\$ 75	\$ 12,093	
40	27-00 Cafeteria Plan	\$ 7,286		Weighted Total Surface Water Supply O&M	1%	99%	\$ 45	\$ 7,241	
41	Total Salaries & Benefits	\$ 616,832					\$ 3,796	\$ 613,037	

Schedule 3 of 13

Surface Water Supply Allocation - Base Year Net Revenue Requirement

		A	B	C	D		E	F	G
		SERVICE ALLOCATION %							
		Base Year Regional/ Retail Actuals		Allocation Factor	Surface Water Supply	Remainder of Base Year Regional/ Retail Actuals	Base Year Surface Water Supply	Remainder of Base Year Regional/ Retail Actuals	
42	Operating Expenses								
43	Operating Exp (Less Contin. Bad Debt. Indir Cost Alloc)								
44	31-00 Professional Services	\$ 108,855		Weighted Total Surface Water Supply O&M	1%	99%	\$ 670	\$ 108,185	
45	31-01 Legal Expenses	\$ 40,321		Weighted Total Surface Water Supply O&M	1%	99%	\$ 248	\$ 40,073	
46	31-33 Employee Health Center	\$ 57,878		Weighted Total Surface Water Supply O&M	1%	99%	\$ 356	\$ 57,522	
47	32-00 Accounting & Auditing	\$ 20,647		Weighted Total Surface Water Supply O&M	1%	99%	\$ 127	\$ 20,519	
48	34-00 Contract Services	\$ 71,158		Weighted Total Surface Water Supply O&M	1%	99%	\$ 438	\$ 70,721	
49	40-00 Travel & Per Diem	\$ 421		Weighted Total Surface Water Supply O&M	1%	99%	\$ 3	\$ 418	
50	41-00 Communication	\$ 887		Weighted Total Surface Water Supply O&M	1%	99%	\$ 5	\$ 882	
51	42-00 Postage & Freight	\$ 2,204		Weighted Total Surface Water Supply O&M	1%	99%	\$ 14	\$ 2,190	
52	43-00 Electric/Water/Sewer Service	\$ 586		Weighted Total Surface Water Supply O&M	1%	99%	\$ 4	\$ 583	
53	44-00 Rentals & Leases	\$ 850		Weighted Total Surface Water Supply O&M	1%	99%	\$ 5	\$ 845	
54	45-00 Insurance	\$ 150,757		Weighted Total Surface Water Supply O&M	1%	99%	\$ 928	\$ 149,829	
55	46-00 Repairs & Maintenance	\$ 1,704		Weighted Total Surface Water Supply O&M	1%	99%	\$ 10	\$ 1,694	
56	46-02 Repair/Maint Building	\$ 720		Weighted Total Surface Water Supply O&M	1%	99%	\$ 4	\$ 716	
57	46-03 Repair/Maint - Vehicles	\$ 649		Weighted Total Surface Water Supply O&M	1%	99%	\$ 4	\$ 646	
58	47-00 Printing & Binding	\$ 2,432		Weighted Total Surface Water Supply O&M	1%	99%	\$ 15	\$ 2,417	
59	48-00 Promotional Activities	\$ 6,481		Weighted Total Surface Water Supply O&M	1%	99%	\$ 40	\$ 6,441	
60	49-00 Other Charges & Oblig.	\$ 5,380		Weighted Total Surface Water Supply O&M	1%	99%	\$ 33	\$ 5,347	
61	49-08 Cash Over & Under	\$ 33,111		Weighted Total Surface Water Supply O&M	1%	99%	\$ 204	\$ 32,907	
62	49-09 Document Recording Chgs	\$ 713		Weighted Total Surface Water Supply O&M	1%	99%	\$ 4	\$ 709	
63	49-15 Obsolete Inventory	\$ 404		Weighted Total Surface Water Supply O&M	1%	99%	\$ 2	\$ 402	
64	52-00 Operating Supplies	\$ 29,884		Weighted Total Surface Water Supply O&M	1%	99%	\$ 184	\$ 29,700	
65	52-30 Fuel, Oil & Lubricants	\$ 1,157		Weighted Total Surface Water Supply O&M	1%	99%	\$ 7	\$ 1,150	
66	52-33 Employee Health Center	\$ 24,936		Weighted Total Surface Water Supply O&M	1%	99%	\$ 153	\$ 24,782	
67	54-00 Membership/Publications	\$ 13,508		Weighted Total Surface Water Supply O&M	1%	99%	\$ 83	\$ 13,424	
68	55-00 Training	\$ 700		Weighted Total Surface Water Supply O&M	1%	99%	\$ 4	\$ 696	
69	59-00 Depreciation Expense	\$ -		Weighted Total Surface Water Supply O&M	1%	99%	\$ -	\$ -	
70	General Fund Indirect Cost Allocation								
71	34-10 Allocations - General Fund	\$ 2,547,351		Weighted Total Surface Water Supply O&M	1%	99%	\$ 15,675	\$ 2,531,676	
72	Contingency & Bad Debt								
73	39-00 Contingency	\$ -		Weighted Total Surface Water Supply O&M	1%	99%	\$ -	\$ -	
74	49-07 Bad Debt Expense	\$ -		N/A	0%	0%	\$ -	\$ -	
75	Total Operating Expenses	\$ 3,123,695					\$ 19,221	\$ 3,104,473	
76	Interfund Transfers Out								
77	91-01 Transfer to General Fund 001	\$ -		N/A	0%	0%	\$ -	\$ -	
78	91-25 TO Restricted Asset 425	\$ -		N/A	0%	0%	\$ -	\$ -	
79	91-53 Health Insurance Fund 530	\$ -		N/A	0%	0%	\$ -	\$ -	
80	95-01 6% ILO Franchise Fee	\$ -		N/A	0%	0%	\$ -	\$ -	
81	Total Interfund Transfers Out	\$ -					\$ -	\$ -	
82	TOTAL - 4010 WATER ADMINISTRATION	\$ 3,740,527					\$ 23,017	\$ 3,717,510	

Schedule 3 of 13

Surface Water Supply Allocation - Base Year Net Revenue Requirement

A		B	C	D		E	F	G
				SERVICE ALLOCATION %				
		Base Year Regional/ Retail Actuals	Allocation Factor	Surface Water Supply	Remainder of Base Year Regional/ Retail Actuals		Base Year Surface Water Supply	Remainder of Base Year Regional/ Retail Actuals
83	4020 DYAL PLANT							
84	Salaries & Benefits							
85	12-00 Regular Salaries & Wages	\$ 1,423,257	Weighted Total Surface Water Supply O&M	1%	99%		\$ 8,758	\$ 1,414,499
86	12-12 Accrual Payouts	\$ 13,055	Weighted Total Surface Water Supply O&M	1%	99%		\$ 80	\$ 12,975
87	13-00 Other Salaries & Wages	\$ 53,415	Weighted Total Surface Water Supply O&M	1%	99%		\$ 329	\$ 53,086
88	14-00 Overtime	\$ 138,104	Weighted Total Surface Water Supply O&M	1%	99%		\$ 850	\$ 137,254
89	20-00 Clothing/Shoe Allowances	\$ 805	Weighted Total Surface Water Supply O&M	1%	99%		\$ 5	\$ 800
90	21-00 FICA Taxes	\$ 119,813	Weighted Total Surface Water Supply O&M	1%	99%		\$ 737	\$ 119,076
91	22-00 Retirement Contributions	\$ 117,771	Weighted Total Surface Water Supply O&M	1%	99%		\$ 725	\$ 117,046
92	23-00 Life/Health Insurance	\$ 450,955	Weighted Total Surface Water Supply O&M	1%	99%		\$ 2,775	\$ 448,180
93	24-00 Worker's Compensation	\$ 92,981	Weighted Total Surface Water Supply O&M	1%	99%		\$ 572	\$ 92,409
94	26-00 OPEB Health Expense	\$ 60,820	Weighted Total Surface Water Supply O&M	1%	99%		\$ 374	\$ 60,446
95	27-00 Cafeteria Plan	\$ 12,350	Weighted Total Surface Water Supply O&M	1%	99%		\$ 76	\$ 12,274
96	Total Salaries & Benefits	\$ 2,483,327					\$ 15,281	\$ 2,468,046
97	Operating Expenditures							
98	31-00 Professional Services	\$ 8,286	Dyal Plant Allocation	48%	52%		\$ 3,985	\$ 4,301
99	34-00 Contract Services	\$ 231,447	Dyal Plant Allocation	7%	93%		\$ 16,619	\$ 214,827
100	40-00 Travel & Per Diem	\$ 4,587	Dyal Plant Allocation	1%	99%		\$ 23	\$ 4,564
101	41-00 Communication	\$ 62,013	Dyal Plant Allocation	0%	100%		\$ 58	\$ 61,955
102	42-00 Postage & Freight	\$ 26,210	Dyal Plant Allocation	0%	100%		\$ 83	\$ 26,127
103	43-00 Electric/Water/Sewer Service	\$ 1,721,982	Dyal Plant Allocation	0%	100%		\$ 3,794	\$ 1,718,188
104	44-00 Rentals & Leases	\$ 118,048	Dyal Plant Allocation	1%	99%		\$ 600	\$ 117,449
105	45-00 Insurance	\$ 9,183	Dyal Plant Allocation	1%	99%		\$ 47	\$ 9,137
106	46-00 Repairs & Maintenance	\$ 2,436,303	Dyal Plant Allocation	0%	100%		\$ 12,104	\$ 2,424,199
107	46-02 Repair/Maint Building	\$ 317,392	Dyal Plant Allocation	1%	99%		\$ 1,613	\$ 315,779
108	46-03 Repair/Maint - Vehicles	\$ 26,551	Dyal Plant Allocation	1%	99%		\$ 135	\$ 26,417
109	47-00 Printing & Binding	\$ 61	Dyal Plant Allocation	1%	99%		\$ 0	\$ 61
110	49-00 Other Charges & Oblig.	\$ 7,469	Dyal Plant Allocation	1%	99%		\$ 38	\$ 7,431
111	52-00 Operating Supplies	\$ 3,543,278	Dyal Plant Allocation	0%	100%		\$ 815	\$ 3,542,463
112	52-07 Janitorial Supplies	\$ 4,095	Dyal Plant Allocation	1%	99%		\$ 21	\$ 4,074
113	52-30 Fuel, Oil & Lubricants	\$ 67,376	Dyal Plant Allocation	2%	98%		\$ 1,070	\$ 66,305
114	53-00 Road Materials/Supplies	\$ 9,572	Dyal Plant Allocation	0%	100%		\$ -	\$ 9,572
115	54-00 Membership/Publications	\$ -	Dyal Plant Allocation	1%	99%		\$ -	\$ -
116	55-00 Training	\$ 25,233	Dyal Plant Allocation	1%	99%		\$ 128	\$ 25,105
117	Total Operating Expenditures	\$ 8,619,087					\$ 41,133	\$ 8,577,954
118	TOTAL - 4020 DYAL PLANT	\$ 11,102,413					\$ 56,414	\$ 11,045,999

Schedule 3 of 13

Surface Water Supply Allocation - Base Year Net Revenue Requirement

	A	B	C	D		E	F	G
				SERVICE ALLOCATION %				
		Base Year Regional/ Retail Actuals	Allocation Factor	Surface Water Supply	Remainder of Base Year Regional/ Retail Actuals		Base Year Surface Water Supply	Remainder of Base Year Regional/ Retail Actuals
119	4025 WATER FIELD OPERATIONS							
120	Salaries & Benefits							
121	12-00 Regular Salaries & Wages	\$ 55,546	Miles of Pipe	6%	94%		\$ 3,444	\$ 52,102
122	12-12 Accrual Payouts	\$ 763	Miles of Pipe	6%	94%		\$ 47	\$ 716
123	13-00 Other Salaries & Wages	\$ 2,221	Miles of Pipe	6%	94%		\$ 138	\$ 2,083
124	14-00 Overtime	\$ 5,164	Miles of Pipe	6%	94%		\$ 320	\$ 4,844
125	20-00 Clothing/Shoe Allowances	\$ 25	Miles of Pipe	6%	94%		\$ 2	\$ 23
126	21-00 FICA Taxes	\$ 4,682	Miles of Pipe	6%	94%		\$ 290	\$ 4,391
127	22-00 Retirement Contributions	\$ 6,953	Miles of Pipe	6%	94%		\$ 431	\$ 6,522
128	23-00 Life/Health Insurance	\$ 15,671	Miles of Pipe	6%	94%		\$ 972	\$ 14,699
129	24-00 Worker's Compensation	\$ 3,519	Miles of Pipe	6%	94%		\$ 218	\$ 3,300
130	26-00 OPEB Health Expense	\$ 2,670	Miles of Pipe	6%	94%		\$ 166	\$ 2,504
131	27-00 Cafeteria Plan	\$ 767	Miles of Pipe	6%	94%		\$ 48	\$ 720
132	Total Salaries & Benefits	\$ 97,981					\$ 6,075	\$ 91,906
133	Operating Expenditures							
134	31-00 Professional Services	\$ 90	Miles of Pipe	6%	94%		\$ 6	\$ 85
135	34-00 Contract Services	\$ 1,249	Miles of Pipe	6%	94%		\$ 77	\$ 1,172
136	40-00 Travel & Per Diem	\$ 77	Miles of Pipe	6%	94%		\$ 5	\$ 72
137	41-00 Communication	\$ 626	Miles of Pipe	6%	94%		\$ 39	\$ 588
138	42-00 Postage & Freight	\$ 82	Miles of Pipe	6%	94%		\$ 5	\$ 77
139	43-00 Electric/Water/Sewer Service	\$ 2,394	Miles of Pipe	6%	94%		\$ 148	\$ 2,246
140	44-00 Rentals & Leases	\$ 104	Miles of Pipe	6%	94%		\$ 6	\$ 97
141	45-00 Insurance	\$ 569	Miles of Pipe	6%	94%		\$ 35	\$ 534
142	46-00 Repairs & Maintenance	\$ 76,618	Miles of Pipe	6%	94%		\$ 4,750	\$ 71,868
143	46-02 Repair/Maint Building	\$ 2,676	Miles of Pipe	6%	94%		\$ 166	\$ 2,510
144	46-03 Repair/Maint - Vehicles	\$ 2,361	Miles of Pipe	6%	94%		\$ 146	\$ 2,214
145	47-00 Printing & Binding	\$ 1	Miles of Pipe	6%	94%		\$ 0	\$ 1
146	49-00 Other Charges & Oblig.	\$ 69	Miles of Pipe	6%	94%		\$ 4	\$ 64
147	52-00 Operating Supplies	\$ 3,845	Miles of Pipe	6%	94%		\$ 238	\$ 3,606
148	52-07 Janitorial Supplies	\$ 99	Miles of Pipe	6%	94%		\$ 6	\$ 93
149	52-30 Fuel, Oil & Lubricants	\$ 2,445	Miles of Pipe	6%	94%		\$ 152	\$ 2,293
150	53-00 Road Materials/Supplies	\$ 182	Miles of Pipe	6%	94%		\$ 11	\$ 170
151	54-00 Membership/Publications	\$ 8	Miles of Pipe	6%	94%		\$ 1	\$ 8
152	55-00 Training	\$ 118	Miles of Pipe	6%	94%		\$ 7	\$ 111
153	Total Operating Expenditures	\$ 93,613					\$ 5,804	\$ 87,809
154	TOTAL - 4025 WATER FIELD OPERATIONS	\$ 191,594					\$ 11,879	\$ 179,715

Schedule 3 of 13

Surface Water Supply Allocation - Base Year Net Revenue Requirement

		A	B	C	D		E	F	G
					SERVICE ALLOCATION %				
		Base Year Regional/ Retail Actuals		Allocation Factor	Surface Water Supply	Remainder of Base Year Regional/ Retail Actuals	Base Year Surface Water Supply		Remainder of Base Year Regional/ Retail Actuals
155	4055 ENGINEERING								
156	Salaries & Benefits								
157	12-00 Regular Salaries & Wages	\$	224,265	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 224,265
158	12-12 Accrual Payouts	\$	6,439	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 6,439
159	13-00 Other Salaries & Wages	\$	37,228	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 37,228
160	14-00 Overtime	\$	77	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 77
161	21-00 FICA Taxes	\$	20,389	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 20,389
162	22-00 Retirement Contributions	\$	19,667	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 19,667
163	23-00 Life/Health Insurance	\$	89,939	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 89,939
164	24-00 Worker's Compensation	\$	2,694	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 2,694
165	26-00 OPEB Health Expense	\$	11,644	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 11,644
166	27-00 Cafeteria Plan	\$	12,698	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 12,698
167	Total Salaries & Benefits	\$	425,030				\$	0	\$ 425,030
168	Operating Expenditures								
169	31-03 Engineering Services	\$	-	Weighted Total Surface Water Supply CIP	0%	100%	\$	-	\$ -
170	34-00 Contract Services	\$	42,778	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 42,778
171	40-00 Travel & Per Diem	\$	4	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 4
172	41-00 Communication	\$	1,666	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 1,666
173	42-00 Postage & Freight	\$	176	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 176
174	45-00 Insurance	\$	1,330	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 1,330
175	46-00 Repairs & Maintenance	\$	3,033	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 3,033
176	46-03 Repair/Maint - Vehicles	\$	2,165	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 2,165
177	47-00 Printing & Binding	\$	33	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 33
178	49-00 Other Charges & Oblg.	\$	414	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 414
179	52-00 Operating Supplies	\$	5,641	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 5,641
180	52-30 Fuel, Oil & Lubricants	\$	2,842	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 2,842
181	54-00 Membership/Publications	\$	207	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 207
182	55-00 Training	\$	341	Weighted Total Surface Water Supply CIP	0%	100%	\$	0	\$ 341
183	Total Operating Expenditures	\$	60,631				\$	0	\$ 60,631
184	TOTAL - 4055 ENGINEERING	\$	485,671				\$	0	\$ 485,671
185	4120 WATER RECLAMATION								
186	Salaries & Benefits								
187	12-00 Regular Salaries & Wages	\$	-	N/A	0%	0%	\$	-	\$ -
188	12-12 Accrual Payouts	\$	-	N/A	0%	0%	\$	-	\$ -
189	13-00 Other Salaries & Wages	\$	-	N/A	0%	0%	\$	-	\$ -
190	14-00 Overtime	\$	-	N/A	0%	0%	\$	-	\$ -
191	20-00 Clothing/Shoe Allowances	\$	-	N/A	0%	0%	\$	-	\$ -

Schedule 3 of 13

Surface Water Supply Allocation - Base Year Net Revenue Requirement

A		B		C	D		E	F	G
				SERVICE ALLOCATION %					
		Base Year Regional/ Retail Actuals		Allocation Factor	Surface Water Supply	Remainder of Base Year Regional/ Retail Actuals	Base Year Surface Water Supply	Remainder of Base Year Regional/ Retail Actuals	
192	21-00 FICA Taxes	\$	-	N/A	0%	0%	\$	-	\$
193	22-00 Retirement Contributions	\$	-	N/A	0%	0%	\$	-	\$
194	23-00 Life/Health Insurance	\$	-	N/A	0%	0%	\$	-	\$
195	24-00 Worker's Compensation	\$	-	N/A	0%	0%	\$	-	\$
196	26-00 OPEB Health Expense	\$	-	N/A	0%	0%	\$	-	\$
197	27-00 Cafeteria Plan	\$	-	N/A	0%	0%	\$	-	\$
198	Total Salaries & Benefits	\$	-				\$	-	\$
199	Operating Expenditures								
200	31-00 Professional Services	\$	-	N/A	0%	0%	\$	-	\$
201	34-00 Contract Services	\$	-	N/A	0%	0%	\$	-	\$
202	40-00 Travel & Per Diem	\$	-	N/A	0%	0%	\$	-	\$
203	41-00 Communication	\$	-	N/A	0%	0%	\$	-	\$
204	42-00 Postage & Freight	\$	-	N/A	0%	0%	\$	-	\$
205	43-00 Electric/Water/Sewer Service	\$	-	N/A	0%	0%	\$	-	\$
206	44-00 Rentals & Leases	\$	-	N/A	0%	0%	\$	-	\$
207	45-00 Insurance	\$	-	N/A	0%	0%	\$	-	\$
208	46-00 Repairs & Maintenance	\$	-	N/A	0%	0%	\$	-	\$
209	46-02 Repair/Maint Building	\$	-	N/A	0%	0%	\$	-	\$
210	46-03 Repair/Maint - Vehicles	\$	-	N/A	0%	0%	\$	-	\$
211	49-00 Other Charges & Oblig.	\$	-	N/A	0%	0%	\$	-	\$
212	52-00 Operating Supplies	\$	-	N/A	0%	0%	\$	-	\$
213	52-07 Janitorial Supplies	\$	-	N/A	0%	0%	\$	-	\$
214	52-30 Fuel, Oil & Lubricants	\$	-	N/A	0%	0%	\$	-	\$
215	54-00 Membership/Publications	\$	-	N/A	0%	0%	\$	-	\$
216	55-00 Training	\$	-	N/A	0%	0%	\$	-	\$
217	Total Operating Expenditures	\$	-				\$	-	\$
218	TOTAL - 4120 WATER RECLAMATION	\$	-				\$	-	\$
219	4125 SEWER FIELD OPERATIONS								
220	Salaries & Benefits								
221	12-00 Regular Salaries & Wages	\$	-	N/A	0%	0%	\$	-	\$
222	14-00 Overtime	\$	-	N/A	0%	0%	\$	-	\$
223	20-00 Clothing/Shoe Allowances	\$	-	N/A	0%	0%	\$	-	\$
224	21-00 FICA Taxes	\$	-	N/A	0%	0%	\$	-	\$
225	22-00 Retirement Contributions	\$	-	N/A	0%	0%	\$	-	\$
226	23-00 Life/Health Insurance	\$	-	N/A	0%	0%	\$	-	\$
227	24-00 Worker's Compensation	\$	-	N/A	0%	0%	\$	-	\$
228	26-00 OPEB Health Expense	\$	-	N/A	0%	0%	\$	-	\$
229	27-00 Cafeteria Plan	\$	-	N/A	0%	0%	\$	-	\$
230	Total Salaries & Benefits	\$	-				\$	-	\$
231	Operating Expenditures								
232	34-00 Contract Services	\$	-	N/A	0%	0%	\$	-	\$
233	40-00 Travel & Per Diem	\$	-	N/A	0%	0%	\$	-	\$
234	41-00 Communication	\$	-	N/A	0%	0%	\$	-	\$
235	42-00 Postage & Freight	\$	-	N/A	0%	0%	\$	-	\$
236	43-00 Electric/Water/Sewer Service	\$	-	N/A	0%	0%	\$	-	\$

Schedule 3 of 13

Surface Water Supply Allocation - Base Year Net Revenue Requirement

		A	B	C	D		E	F	G
					SERVICE ALLOCATION %				
		Base Year Regional/ Retail Actuals	Allocation Factor	Surface Water Supply	Remainder of Base Year Regional/ Retail Actuals	Base Year Surface Water Supply	Remainder of Base Year Regional/ Retail Actuals		
237	44-00 Rentals & Leases	\$ -	N/A	0%	0%	\$ -	\$ -		
238	45-00 Insurance	\$ -	N/A	0%	0%	\$ -	\$ -		
239	46-00 Repairs & Maintenance	\$ -	N/A	0%	0%	\$ -	\$ -		
240	46-03 Repair/Maint - Vehicles	\$ -	N/A	0%	0%	\$ -	\$ -		
241	47-00 Printing & Binding	\$ -	N/A	0%	0%	\$ -	\$ -		
242	49-00 Other Charges & Oblig.	\$ -	N/A	0%	0%	\$ -	\$ -		
243	52-00 Operating Supplies	\$ -	N/A	0%	0%	\$ -	\$ -		
244	52-30 Fuel, Oil & Lubricants	\$ -	N/A	0%	0%	\$ -	\$ -		
245	53-00 Road Materials/Supplies	\$ -	N/A	0%	0%	\$ -	\$ -		
246	54-00 Membership/Publications	\$ -	N/A	0%	0%	\$ -	\$ -		
247	55-00 Training	\$ -	N/A	0%	0%	\$ -	\$ -		
248	Total Operating Expenditures	\$ -				\$ -	\$ -		
249	TOTAL - 4125 SEWER FIELD OPERATIONS	\$ -				\$ -	\$ -		
250	DEBT SERVICE								
251	Existing Senior Lien Debt Service								
252	Series 1999 Bond - Principal	\$ 1,070,010	Series 1999 Bonds	2%	98%	\$ 25,002	\$ 1,045,008		
253	Series 1999 Bond - Interest	\$ 177,649	Series 1999 Bonds	2%	98%	\$ 4,151	\$ 173,498		
254	Series 2003 - Principal	\$ 1,145,591	Series 2003 Bonds	2%	98%	\$ 26,116	\$ 1,119,475		
255	Series 2003 - Interest	\$ 586,795	Series 2003 Bonds	2%	98%	\$ 13,377	\$ 573,418		
256	Series 2009A Bonds - Principal	\$ -	Series 2009A Bonds	0%	100%	\$ -	\$ -		
257	Series 2009A Bonds - Interest	\$ 210,421	Series 2009A Bonds	0%	100%	\$ -	\$ 210,421		
258	Series 2009B Bonds - Principal	\$ -	Series 2009B Bonds	2%	98%	\$ -	\$ -		
259	Series 2009B Bonds - Interest	\$ 540,264	Series 2009B Bonds	2%	98%	\$ 12,624	\$ 527,640		
260	Series 2010 BAB - Principal	\$ -	Series 2010 BAB	0%	100%	\$ -	\$ -		
261	Series 2010 BAB - Interest	\$ 880,993	Series 2010 BAB	0%	100%	\$ -	\$ 880,993		
262	Series 2010 BAB - Subsidy	\$ (281,046)	Series 2010 BAB	0%	100%	\$ -	\$ (281,046)		
263	Total Existing Senior Lien Debt Service	\$ 4,330,677				\$ 81,270	\$ 4,249,407		
264	Existing Subordinate Debt Service								
265	SRL 517010 - Principal	\$ -	SRL 517010	0%	100%	\$ -	\$ -		
266	SRL 517010 - Interest	\$ -	SRL 517010	0%	100%	\$ -	\$ -		
267	SRL 517020 - Principal	\$ -	SRL 517020	0%	100%	\$ -	\$ -		
268	SRL 517020 - Interest	\$ -	SRL 517020	0%	100%	\$ -	\$ -		
269	SRL 517030 - Principal	\$ -	SRL 517030	0%	100%	\$ -	\$ -		
270	SRL 517030 - Interest	\$ -	SRL 517030	0%	100%	\$ -	\$ -		
271	SRL 202P - Principal	\$ -	SRL 202P	0%	100%	\$ -	\$ -		
272	SRL 202P - Interest	\$ -	SRL 202P	0%	100%	\$ -	\$ -		
273	SRL 517040 - Principal	\$ -	SRL 517040	0%	100%	\$ -	\$ -		
274	SRL 517040 - Interest	\$ -	SRL 517040	0%	100%	\$ -	\$ -		
275	SRL - 517050 - Principal	\$ -	SRL 517050	0%	100%	\$ -	\$ -		
276	SRL - 517050 - Interest	\$ -	SRL 517050	0%	100%	\$ -	\$ -		
277	SRL WW812030 - Principal	\$ -	SRL WW812030	0%	100%	\$ -	\$ -		
278	SRL WW812030 - Interest	\$ -	SRL WW812030	0%	100%	\$ -	\$ -		
279	SRL DW517060 - Principal	\$ -	SRL DW517060	0%	100%	\$ -	\$ -		
280	SRL DW517060 - Interest	\$ -	SRL DW517060	0%	100%	\$ -	\$ -		
281	Total Existing Subordinate Debt Service	\$ -				\$ -	\$ -		

Schedule 3 of 13

Surface Water Supply Allocation - Base Year Net Revenue Requirement

A		B		C		D		E		F		G		
												SERVICE ALLOCATION %		
		Base Year Regional/ Retail Actuals		Allocation Factor		Surface Water Supply		Remainder of Base Year Regional/ Retail Actuals		Base Year Surface Water Supply		Remainder of Base Year Regional/ Retail Actuals		
282	New Debt Service													
283	Imputed Annual Debt Service for CIP (From Schedule 13 of	\$	333,266	Base Year Surface Water Supply CIP		0%		100%		\$	0	\$	333,266	
284	Total New Debt Service	\$	333,266							\$	0	\$	333,266	
285	TOTAL - DEBT SERVICE	\$	4,663,943							\$	81,270	\$	4,582,673	
286	OTHER BELOW THE LINE EXPENSES													
287	Letters of Credit													
288	Suntrust Letter of Credit Draw #1 - Principal	\$	-	N/A		0%		0%		\$	-	\$	-	
289	Suntrust Letter of Credit Draw #1 - Interest	\$	-	N/A		0%		0%		\$	-	\$	-	
290	Suntrust Letter of Credit Draw #3 - Principal	\$	-	N/A		0%		0%		\$	-	\$	-	
291	Suntrust Letter of Credit Draw #3 - Interest	\$	-	N/A		0%		0%		\$	-	\$	-	
292	Suntrust Letter of Credit Draw #4 - Principal	\$	-	N/A		0%		0%		\$	-	\$	-	
293	Suntrust Letter of Credit Draw #4 - Interest	\$	-	N/A		0%		0%		\$	-	\$	-	
294	Suntrust Letter of Credit Draw #5 - Principal	\$	-	N/A		0%		0%		\$	-	\$	-	
295	Suntrust Letter of Credit Draw #5 - Interest	\$	-	N/A		0%		0%		\$	-	\$	-	
296	Total Letters of Credit	\$	-							\$	-	\$	-	
297	TOTAL - OTHER BELOW THE LINE EXPENSES	\$	-							\$	-	\$	-	
298	OTHER USES													
299	Cash Funded Capital													
300	Imputed Cash Funded CIP (From Schedule 13 of 13)	\$	2,717,634	Base Year Surface Water Supply CIP		0%		100%		\$	0	\$	2,717,634	
301	Total Cash Funded Capital	\$	2,717,634							\$	0	\$	2,717,634	
302	Less: Capital Offsets													
303	Contributed Capital Funds Used for CIP in Current FY	\$	-	N/A		0%		0%		(1)	\$	-	\$	-
304	Water Impact Fees Used for Payment of Debt	\$	(580,385)	Miles of Pipe		6%		94%			\$	(35,984)	\$	(544,402)
305	Sewer Impact Fees Used for Payment of Debt	\$	-	N/A		0%		0%			\$	-	\$	-
306	Water Projects Paid with Impact Fees	\$	-	N/A		0%		0%			\$	-	\$	-
307	Sewer Projects Paid with Impact Fees	\$	-	N/A		0%		0%			\$	-	\$	-
308	Total Capital Offsets	\$	(580,385)								\$	(35,984)	\$	(544,402)
309	Use of Fund Balance													
310	Reserve Fund Balance Used for Cash Flow Deficit	\$	-	Weighted Total Surface Water Supply O&M		1%		99%			\$	-	\$	-
311	Total Use of Fund Balance	\$	-								\$	-	\$	-
312	TOTAL - OTHER USES	\$	2,137,248								\$	(35,984)	\$	2,173,232
313	OFFSETTING REVENUES													
314	Other Operating Revenue													
315	Water Connection Fee	\$	-	N/A		0%		0%			\$	-	\$	-
316	Water Hydrant Fees	\$	-	N/A		0%		0%			\$	-	\$	-
317	Hydrant Resid Flow Test	\$	-	N/A		0%		0%			\$	-	\$	-
318	Backflow Device Test	\$	-	N/A		0%		0%			\$	-	\$	-
319	Jumper Meters	\$	-	N/A		0%		0%			\$	-	\$	-
320	Plan Review / Const Inspect	\$	(17,363)	Remainder of Regional/ Retail		0%		100%			\$	-	\$	(17,363)
321	Backflow PRV/RLCT Temp	\$	-	N/A		0%		0%			\$	-	\$	-
322	Sewer Grease Trap Permits	\$	-	N/A		0%		0%			\$	-	\$	-
323	Sewer Connection Fee	\$	-	N/A		0%		0%			\$	-	\$	-
324	Reuse Water Installation	\$	-	N/A		0%		0%			\$	-	\$	-
325	362 - Rents and Royalties	\$	(617)	Remainder of Regional/ Retail		0%		100%			\$	-	\$	(617)
326	364 - Sale of Fixed Assets	\$	(69,536)	Remainder of Regional/ Retail		0%		100%			\$	-	\$	(69,536)

Schedule 3 of 13

Surface Water Supply Allocation - Base Year Net Revenue Requirement

A		B	C	D	E	F	G
		SERVICE ALLOCATION %					
		Base Year Regional/ Retail Actuals	Allocation Factor	Surface Water Supply	Remainder of Base Year Regional/ Retail Actuals	Base Year Surface Water Supply	Remainder of Base Year Regional/ Retail Actuals
327	365 - Sale of Surplus Scrap	\$ (3,336)	Remainder of Regional/ Retail	0%	100%	\$ -	\$ (3,336)
328	369 - Other Misc. Revenues	\$ (32,177)	Remainder of Regional/ Retail	0%	100%	\$ -	\$ (32,177)
328	Net Inc/Dec - FMV Investment	\$ 31,367	Weighted Total Surface Water Supply O&M	1%	99%	\$ 193	\$ 31,174
329	Total Other Operating Revenue	\$ (91,662)	Weighted Total Surface Water Supply O&M	1%	99%	\$ (564)	\$ (91,098)
329	Total Other Operating Revenue	\$ (91,662)				\$ 193	\$ (91,855)
330	Interest Income						
331	Interest Income	\$ (117,967)	Weighted Total Surface Water Supply O&M	1%	99%	\$ (726)	\$ (117,241)
332	Total Interest Income	\$ (117,967)				\$ (726)	\$ (117,241)
333	TOTAL - OFFSETTING REVENUES	\$ (209,629)				\$ (533)	\$ (209,096)
334	Total	\$ 22,111,767				\$ 136,063	\$ 21,975,704
						0.6%	

(1) Contributed Capital Funds Used for CIP in Current FY will be allocated according to the nature of the project.

Schedule 4 of 13

Service Allocation Factors

A		B		C	D		E
Service Allocation Factors		Water	Sewer/ Reuse		Water	Sewer/ Reuse	
1	Water Only	100.0%	0.0%		100.0%	0.0%	
2	Sewer / Reuse Only	0.0%	100.0%		0.0%	100.0%	
3	Base Year Accounts	89.6%	10.4%		80,110	9,348	
4	Water Admin Insurance	83.1%	16.9%		\$264,825	\$53,816	
5	Water Field Operations PS	99.0%	1.0%		\$1,711,936	\$16,494	
6	Series 1999 Bonds	96.4%	3.6%		96.4%	3.6%	
7	Series 2003 Bonds	96.5%	3.5%		96.5%	3.5%	
8	Series 2009A Bonds	93.5%	6.5%		93.5%	6.5%	
9	Series 2009B Bonds	96.4%	3.6%		96.4%	3.6%	
10	Series 2010 BAB	100.0%	0.0%		100.0%	0.0%	
11	SRL 517010	100.0%	0.0%		100.0%	0.0%	
12	SRL 517020	100.0%	0.0%		100.0%	0.0%	
13	SRL 517030	100.0%	0.0%		100.0%	0.0%	
14	SRL 202P	0.0%	100.0%		0.0%	100.0%	
15	SRL 517040	100.0%	0.0%		100.0%	0.0%	
16	SRL 517050	100.0%	0.0%		100.0%	0.0%	
17	SRL WW812030	0.0%	100.0%		0.0%	100.0%	
18	SRL DW517060	100.0%	0.0%		100.0%	0.0%	
19	Base Year CIP	88.2%	11.8%		\$13,212,775	\$1,765,356	
20	Weighted 5-Year CIP	88.2%	11.8%		\$85,802,728	\$11,464,085	
21	Weighted Total O&M Expense	83.4%	16.6%		\$38,842,400	\$7,744,667	
22	N/A	0.0%	0.0%		0	0	

Schedule 5 of 13

Allocation Factors - Staff Estimates

	A	B	C	D	E	F	G	H
1	Water Admin Insurance cost (45-00) to Water vs Sewer							
2	Water	\$264,825	83.1%					
3	Sewer	\$53,816	16.9%					
4	Total Water Cost	\$318,641	100.0%					
5	Water Field Operations (4025) PS cost to Water vs Sewer							
6	Water Field Operations Manager Salary	\$99,220		Allocation Factor	Water	Sewer	Water \$	Sewer \$
7	All Other Water Field Operations salaries	\$1,629,210		Weighted Total O&M Expense	83%	17%	\$82,726	\$16,494
8	Total Water Cost	\$1,728,430		Water Only	100%	0%	\$1,629,210	\$0
							\$1,711,936	\$16,494
							99.0%	1.0%
9	Miles of Pipe for Water/Sewer/Reclaimed							
10	Potable Water	1,341	87.0%					
11	Wastewater	125	8.1%					
12	Reclaimed	75	4.9%					
13	Total Miles of Pipe	1,541	100.0%					
14	Miles of Pipe for Raw Water/Transmission & Distribution							
15	Raw Water	50	3.2%					
16	Transmission/Distribution (All Other Pipe)	1,491	96.8%					
17	Total Miles of Pipe	1,541	100.0%					
18	Miles of Pipe for Raw Surface Water/Raw Ground Water							
19	Raw Surface Water	3.1	6.2%					
20	Raw Ground Water	46.9	93.8%					
21	Total Miles of Pipe	50	100.0%					

Schedule 6 of 13

Customer Class Allocation Factors

A		B		C		D		E	
Customer Allocation Factors		Regional/ Retail		Retail Only		Regional/ Retail		Retail Only	
1	Regional / Retail	100.0%		0.0%		100.0%		0.0%	
2	Retail Only	0.0%		100.0%		0.0%		100.0%	
3	Miles of Pipe	3.2%		96.8%		50		1,491	
4	Series 1999 Bonds	94.8%		5.2%		94.8%		5.2%	
5	Series 2003 Bonds	94.9%		5.1%		94.9%		5.1%	
6	Series 2009A Bonds	51.0%		49.0%		51.0%		49.0%	
7	Series 2009B Bonds	94.8%		5.2%		94.8%		5.2%	
8	Series 2010 BAB	47.2%		52.8%		47.2%		52.8%	
9	SRL 517010	0.0%		100.0%		0.0%		100.0%	
10	SRL 517020	0.0%		100.0%		0.0%		100.0%	
11	SRL 517030	0.0%		100.0%		0.0%		100.0%	
12	SRL 202P	0.0%		100.0%		0.0%		100.0%	
13	SRL 517040	0.0%		100.0%		0.0%		100.0%	
14	SRL 517050	0.0%		100.0%		0.0%		100.0%	
15	SRL WW812030	0.0%		100.0%		0.0%		100.0%	
16	SRL DW517060	0.0%		100.0%		0.0%		100.0%	
17	Water Impact Fees	40.4%		59.6%		\$156,552,131		\$230,727,226	
18	Base Year Water CIP	65.6%		34.4%		\$8,665,123		\$4,547,652	
19	Weighted Total Water CIP	65.6%		34.4%		\$56,270,632		\$29,532,096	
20	Weighted Total Water O&M	56.9%		43.1%		\$22,111,767		\$16,730,633	
21	N/A	0.0%		0.0%		0		0	

(1) Water System Impact Fee allocation based upon allocation of the impact fees to Treatment and Supply (Regional/Retail Cost Pool) and Transmission and Pumping and Storage (Retail Only Cost Pool).

Schedule 7 of 13

Surface Water Supply Allocation Factors

A		B	C	D	E
Surface Water Supply Allocation Factors		Surface Water Supply	Remainder of Regional/ Retail	Surface Water Supply	Remainder of Regional/ Retail
1	Surface Water Supply Only	100.0%	0.0%	100%	0%
2	Remainder of Regional/ Retail	0.0%	100.0%	0%	100%
3	Miles of Pipe	6.2%	93.8%	3.1	46.9
4	Existing Debt Service	0.0%	0.0%	N/A	N/A
5	Series 1999 Bonds	2.3%	97.7%	2.3%	97.7%
6	Series 2003 Bonds	2.3%	97.7%	2.3%	97.7%
7	Series 2009A Bonds	0.0%	100.0%	0.0%	100.0%
8	Series 2009B Bonds	2.3%	97.7%	2.3%	97.7%
9	Series 2010 BAB	0.0%	100.0%	0.0%	100.0%
10	SRL 517010	0.0%	100.0%	0.0%	100.0%
11	SRL 517020	0.0%	100.0%	0.0%	100.0%
12	SRL 517030	0.0%	100.0%	0.0%	100.0%
13	SRL 202P	0.0%	100.0%	0.0%	100.0%
14	SRL 517040	0.0%	100.0%	0.0%	100.0%
15	SRL 517050	0.0%	100.0%	0.0%	100.0%
16	SRL WW812030	0.0%	100.0%	0.0%	100.0%
17	SRL DW517060	0.0%	100.0%	0.0%	100.0%
5	Base Year Surface Water Supply CIP	0.0%	100.0%	\$0	\$8,665,123
18	Weighted Total Surface Water Supply CIP	0.0%	100.0%	\$0	\$56,270,632
19	Weighted Total Surface Water Supply O&M	0.6%	99.4%	\$136,063	\$21,975,704
20	Weighted Total Dyal Plant O&M	0.7%	99.3%	\$54,312	\$7,716,529
21	Dyal Plant Allocation	0.0%	0.0%	\$0	\$0
22	N/A	0.0%	0.0%	0	0

A		B	C	D	E	F	G	H
				Allocation Factor	Surface Water Supply	Remainder of Base Year Regional/Retail Actuals	Base Year Surface Water Supply	Remainder of Base Year Regional/Retail Actuals
1	31-00 PROFESSIONAL SERVICES							
2	100	LT2 TESTING ORANGE COUNTY	\$ 11,000	Surface Water Only	100%	0%	\$ 11,000	\$ -
3	200	STRUCTURAL DESIGN AND SAFETY RECOMMENDATIONS	\$ 12,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 61	\$ 11,939
4	300	...BASIN DISCHARGE PIPE EVALUATION 6K & OTHER 6K	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
5	TOTAL		\$ 23,000				\$11,061	\$11,939
6	34-00 CONTRACT SERVICES					Percent of Total	48.1%	51.9%
7	100	DISH NETWORK	\$ 900	Weighted Total Dyal Plant O&M	1%	99%	\$ 5	\$ 895
8	200	"SIEPRO" LICENSING	\$ 1,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 5	\$ 995
9	300	WONDERWARE LICENSING	\$ 28,570	Weighted Total Dyal Plant O&M	1%	99%	\$ 145	\$ 28,425
10	400	CORPRO CATHODIC PROTECTION EL TANK, BACKWASH, GS	\$ 2,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 10	\$ 1,990
11	500	CRANE SERVICE	\$ 6,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 30	\$ 5,970
12	600	HAUL WET/DRY LIME SLUDGE FOR RESIDUAL MGMNT	\$ 115,000	No Surface Water	0%	100%	\$ -	\$ 115,000
13	700	...\$ 45 X 7 TRUCKS = \$315 X 365 DAYS PER TRUCK	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
14	800	MOWING OF BOOSTER STATIONS (325/MO.)	\$ 3,900	No Surface Water	0%	100%	\$ -	\$ 3,900
15	900	TEMPORARY HELP (3@850/WEEK FOR 8 WEEKS)	\$ 20,400	Weighted Total Dyal Plant O&M	1%	99%	\$ 104	\$ 20,296
16	1000	PEST CONTROL CONTRACT	\$ 200	Weighted Total Dyal Plant O&M	1%	99%	\$ 1	\$ 199
17	1100	REMOVE SURFACE SLUDGE FROM PLANT,	\$ 33,000	No Surface Water	0%	100%	\$ -	\$ 33,000
18	1200	...\$550 X 60 TRUCKS/YR (45 YD TRUCK)	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
19	1300	SOLID WASTE MANAGEMENT LANDFILL/DUMP	\$ 800	Weighted Total Dyal Plant O&M	1%	99%	\$ 4	\$ 796
20	1400	WASTE REMOVAL, ROLL OFF FEES	\$ 1,825	Weighted Total Dyal Plant O&M	1%	99%	\$ 9	\$ 1,816
21	1500	STATE OF FLORIDA RISK MANAGEMENT PLAN FEES	\$ 1,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 5	\$ 995
22	1600	REQUIRED BIOLOGICAL WELL MONITORING	\$ 13,000	No Surface Water	0%	100%	\$ -	\$ 13,000
23	1700	MISC. WELLFIELD REPAIRS THROUGH CONSULTANT	\$ 25,000	No Surface Water	0%	100%	\$ -	\$ 25,000
24	1800	EXISTING SLUDGE REMOVAL PROGRAM	\$ 100,000	Staff Input	25%	75%	\$ 25,000	\$ 75,000
25	1900	...1,000.00/YEAR FOR 2 YEARS (FY16,FY17)	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
26	TOTAL 34-00 CONTRACT SERVICES		\$ 362,696			Percent of Total	7.2%	92.8%
27	40-00 TRAVEL AND PER DIEM							
28	100	FSAWWA & FWRC CONFERENCE TRANSPORTATION AND TC	\$ 100	Weighted Total Dyal Plant O&M	1%	99%	\$ 1	\$ 99
29	200	...PARKING AND TOLLS	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
30	300	WATER MANAGEMENT CONFERENCES/SEMINAR/SHORT SC	\$ 4,100	Weighted Total Dyal Plant O&M	1%	99%	\$ 21	\$ 4,079
31	400	...4 MEALS @51*5=1020 4 ROOMS @150*5 =3000	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
32	500	TOLL REPLENISHMENT	\$ 300	Weighted Total Dyal Plant O&M	1%	99%	\$ 2	\$ 298
33	600	TRAINING FOR NEW SCADA ANALYST	\$ 4,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 20	\$ 3,980
34	700	...(3 TRIPS)765/MEALS, 2250/ROOMS,900/AIRFARE	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
35	TOTAL 40-00 TRAVEL AND PER DIEM		\$ 8,500			Percent of Total	0.5%	99.5%
36	41-00 COMMUNICATION							
37	100	SPRINT 5 SMART PHONES @\$70 EA & 10 CELL @\$10 EA.	\$ 5,400	Weighted Total Dyal Plant O&M	1%	99%	\$ 27	\$ 5,373
38	200	SPRINT WIRELESS AIRCARDS (SCADA & DREW) & (2) DATA	\$ 2,100	Weighted Total Dyal Plant O&M	1%	99%	\$ 11	\$ 2,089
39	300	...AIR CARDS 4*42 X 12 MO.	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
40	400	AT&T CLUB SERVICE BACKUP COMM. TO SUPPLEMENT	\$ 6,540	No Surface Water	0%	100%	\$ -	\$ 6,540
41	500	...METRO ATT FIBER SERVICE	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
42	600	...911 EMERG.LINES:DYAL 545/MO.	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
43	700	AT&T METRO E DEDICATED FIBER TO WEWAH, DYAL	\$ 52,000	No Surface Water	0%	100%	\$ -	\$ 52,000
44	800	...CITY HALL BR/WIERA BOOSTERS (4,311/MO.) 3 YR.	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
45	900	...CONTRACT FOR PRIMARY COMM. SERVICE FOR SCADA.	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
46	1000	AVAYA PX SYSTEM 25 LINES X 179.04 PER LINE. ANNUAL	\$ 4,500	Weighted Total Dyal Plant O&M	1%	99%	\$ 23	\$ 4,477
47	1100	SUNCOM 50/MONTH (AVG.)	\$ 720	Weighted Total Dyal Plant O&M	1%	99%	\$ 4	\$ 716
48	1200	CONFERENCE PHONE SYSTEM	\$ 500	Weighted Total Dyal Plant O&M	1%	99%	\$ 3	\$ 497
49	TOTAL 41-00 COMMUNICATION		\$ 71,760			Percent of Total	0.1%	99.9%

Schedule 8 of 13

Dyal Plant Base Year Detailed O&M Budget

A		B		C		D		E		F		G		H	
				Allocation Factor		Surface Water Supply		Remainder of Base Year Regional/Retail Actuals		Base Year Surface Water Supply		Remainder of Base Year Regional/Retail Actuals			
50	42-00 FREIGHT & POSTAGE SERVICE														
51	100	CERTIFIED MAIL REPORTS TO FDEP/ENGINEERING REPORT:	\$ 1,100	Weighted Total Dyal Plant O&M		1%	99%	\$ 6	\$ 1,094						
52	200	FREIGHT CHARGES FOR PARTS AND MATERIALS	\$ 8,500	Weighted Total Dyal Plant O&M		1%	99%	\$ 43	\$ 8,457						
53	300	10 K FOR LGE EQUIP. PURCH.(VALVES,ACTUATORS,...)	\$ 10,000	Weighted Total Dyal Plant O&M		1%	99%	\$ 51	\$ 9,949						
54	400	12K FOR SULFUREATOR PACKING DELIVERY	\$ 12,000	No Surface Water		0%	100%	\$ -	\$ 12,000						
55	TOTAL 42-00 FREIGHT & POSTAGE SERVICE		\$ 31,600					\$100	\$31,500						
										Percent of Total		0.3%	99.7%		
56	43-00 ELECTRIC/WATER/SEWER														
57	100	DUKE ENERGY ELEC SVC FOR DYAL,TWELLS,TCR	\$ 780,000	Weighted Total Dyal Plant O&M		1%	99%	\$ 3,983	\$ 778,037						
58	200	DUKE ENERGY ASR 1-10 3000/MONTH FOR 2 MONTHS REC.	\$ 60,000	No Surface Water		0%	100%	\$ -	\$ 60,000						
59	300	DUKE ENERGY ELEC SVC FOR T WELLS	\$ 30,000	No Surface Water		0%	100%	\$ -	\$ 30,000						
60	400	DUKE ENERGY ELEC SERVICE FOR WELL FIELD/WEWA	\$ 830,000	No Surface Water		0%	100%	\$ -	\$ 830,000						
61	500	FPL ELEC SVC INDUST PK,ELEV.TANK,VIERA	\$ 50,000	No Surface Water		0%	100%	\$ -	\$ 50,000						
62	600	FPL-MIAMI ELECTRIC SVC BAN. RIVER	\$ 34,000	No Surface Water		0%	100%	\$ -	\$ 34,000						
63	700	OUC WELL ELEC SVC WELL 10	\$ 9,000	No Surface Water		0%	100%	\$ -	\$ 9,000						
64	800	VIERA TK & BOOSTER PUMP STATION WATER, SEWER SVC.	\$ 6,000	No Surface Water		0%	100%	\$ -	\$ 6,000						
65	TOTAL 43-00 ELECTRIC/WATER/SEWER		\$ 1,799,000					\$3,983	\$1,795,037						
										Percent of Total		0.2%	99.8%		
66	44-00 RENTAL AND LEASES														
67	100	EXCAVATOR FOR STORM WATER POND MAINTENANCE	\$ 4,600	Weighted Total Dyal Plant O&M		1%	99%	\$ 23	\$ 4,577						
68	200	...REQUIRED FOR SJRWMD RETENTION PONDS	\$ -	Weighted Total Dyal Plant O&M		1%	99%	\$ -	\$ -						
69	300	LGE. EQUIP. RENTAL, LIFT, LOADER, GRADER,ETC.	\$ 10,000	Weighted Total Dyal Plant O&M		1%	99%	\$ 51	\$ 9,949						
70	400	OTHER CHARGES 1.5% ENV FEE ON ALL RENTALS	\$ 250	Weighted Total Dyal Plant O&M		1%	99%	\$ 1	\$ 249						
71	500	SMALL EQUIP/TOOL AND SCAFFOLDING RENTAL	\$ 4,000	Weighted Total Dyal Plant O&M		1%	99%	\$ 20	\$ 3,980						
72	600	AMMONIA TANK RENTAL	\$ 600	Weighted Total Dyal Plant O&M		1%	99%	\$ 3	\$ 597						
73	700	COPIER LEASE AGREEMENT (\$142/MO)	\$ 1,704	Weighted Total Dyal Plant O&M		1%	99%	\$ 9	\$ 1,695						
74	800	WELDING TANKS RENTAL	\$ 600	Weighted Total Dyal Plant O&M		1%	99%	\$ 3	\$ 597						
75	TOTAL 44-00 RENTAL AND LEASES		\$ 21,754					\$111	\$21,643						
										Percent of Total		0.5%	99.5%		
76	45-00 INSURANCE														
77	100	NOTARY COMMISSION FOR ADMIN. ASST.	\$ 110	Weighted Total Dyal Plant O&M		1%	99%	\$ 1	\$ 109						
78	200	VEHICLE INSURANCE	\$ 7,152	Weighted Total Dyal Plant O&M		1%	99%	\$ 36	\$ 7,116						
79	TOTAL 45-00 INSURANCE		\$ 7,262					\$37	\$7,225						
										Percent of Total		0.5%	99.5%		
80	46-00 REPAIRS & MAINTENANCE														
81	100	UNANTICIPATED REPAIRS TO PUMPS, MOTORS, EQUIPMENT	\$ 45,000	Weighted Total Dyal Plant O&M		1%	99%	\$ 229	\$ 44,771						
82	200	REPAIRS FOR 3 TREATMENT UNITS & EQUIPMENT	\$ 50,000	Weighted Total Dyal Plant O&M		1%	99%	\$ 254	\$ 49,746						
83	300	4 HIGH SERVICE PUMPS, 3 TRANS. PUMPS, OTHER PUMPS	\$ 40,000	No Surface Water		0%	100%	\$ -	\$ 40,000						
84	400	ANNUAL PREV MAINT EMERGENCY GEN AT DYAL AND VIERA	\$ 12,000	No Surface Water		0%	100%	\$ -	\$ 12,000						
85	500	ANNUAL PREV MAINT GENERATORS WEWA T.C. 12 WELLS	\$ 25,000	No Surface Water		0%	100%	\$ -	\$ 25,000						
86	600	STAND-BY DIESEL GEN./DIESEL ENGINE FOR HS PUMP #1	\$ 10,000	No Surface Water		0%	100%	\$ -	\$ 10,000						
87	700	GENERATOR REPAIRS FOR 20 GEN SETS	\$ 25,000	No Surface Water		0%	100%	\$ -	\$ 25,000						
88	800	ELECTRICAL INSTRUMENTATION MAINTENANCE/REPAIR	\$ 30,000	Weighted Total Dyal Plant O&M		1%	99%	\$ 152	\$ 29,848						
89	900	ELEVATOR MAINT & MONTHLY INSPECTION	\$ 1,500	Weighted Total Dyal Plant O&M		1%	99%	\$ 8	\$ 1,492						
90	1000	FILTER EQUIPMENT	\$ 20,000	Weighted Total Dyal Plant O&M		1%	99%	\$ 102	\$ 19,898						
91	1100	FIRE EXTINGUISHER MAINTENANCE REPLACE AT DYAL,WEV	\$ 2,000	Weighted Total Dyal Plant O&M		1%	99%	\$ 10	\$ 1,990						
92	1200	...BOOSTERS AND VEHICLES.	\$ -	Weighted Total Dyal Plant O&M		1%	99%	\$ -	\$ -						
93	1300	INSTRUMENTATION/TELEM/UPGRADE INSTALL FOR WEWA	\$ 5,000	No Surface Water		0%	100%	\$ -	\$ 5,000						
94	1400	MAINT. OF SURFACE WATER EQUIPMENT	\$ 25,000	Staff Input		25%	75%	\$ 6,250	\$ 18,750						
95	1500	RADIO REPAIRS AND SPARE PARTS	\$ 5,000	Weighted Total Dyal Plant O&M		1%	99%	\$ 25	\$ 4,975						
96	1600	WELLFIELD EQUIPMENT	\$ 40,000	No Surface Water		0%	100%	\$ -	\$ 40,000						
97	1700	BOOSTER STATION EQUIPMENT	\$ 25,000	No Surface Water		0%	100%	\$ -	\$ 25,000						
98	1800	REPAIR GROUNDS MAINT. EQUIP.	\$ 25,000	Weighted Total Dyal Plant O&M		1%	99%	\$ 127	\$ 24,873						
99	1900	DYAL FINISHED WATER TANK CLEANING @ 5000/TANK (10)	\$ 50,000	No Surface Water		0%	100%	\$ -	\$ 50,000						
100	2000	...E.T.,DYAL(2),CLEARWELL,FLUME,VW TANK,SURGE	\$ -	Weighted Total Dyal Plant O&M		1%	99%	\$ -	\$ -						

A		B	C	D	E	F	G	H
				Allocation Factor	Surface Water Supply	Remainder of Base Year Regional/ Retail Actuals	Base Year Surface Water Supply	Remainder of Base Year Regional/ Retail Actuals
101	2100	...IP,BR(2),VIERA PER 62-555,350 DUE IN 2016	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
102	2200	REBUILD HIGH SERVICE PUMP PROGRAM (HSP 3)	\$ 75,000	No Surface Water	0%	100%	\$ -	\$ 75,000
103	2300	SLUDGE PUMPS, SLUDGE DRYING EQUIPMENT	\$ 15,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 76	\$ 14,924
104	2400	SPARE PARTS EXISTING RTUS AT 48 WELL SITES	\$ 1,000	No Surface Water	0%	100%	\$ -	\$ 1,000
105	2500	CAL-FLO MAINT. (BURNETT LIME)	\$ 2,000	No Surface Water	0%	100%	\$ -	\$ 2,000
106	2600	TELEMETRY/SCADA REPAIR, MAINTENANCE, AND UPGRADE	\$ 10,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 51	\$ 9,949
107	2700	WATER BLASTING FOR 2 TREATMENT UNITS(\$25000 EACH)	\$ 50,000	No Surface Water	0%	100%	\$ -	\$ 50,000
108	2800	WEWA EQUIP. REPAIR, HIGH/LOW PUMP MOTOR, VALVE,	\$ 10,000	No Surface Water	0%	100%	\$ -	\$ 10,000
109	2900	...BLOWER, DOME PAN	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
110	3000	REPAIR CHEMICAL FEED EQUIPMENT	\$ 50,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 254	\$ 49,746
111	3100	BLOWER REPLACEMENT PROGRAM AT WEWAH.	\$ 80,000	No Surface Water	0%	100%	\$ -	\$ 80,000
112	3200	...(3 INFY14,3 IN FY15,4 IN 16)	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
113	3300	REPLACE MEDIA FOR WEST SULFUREATOR	\$ 80,000	No Surface Water	0%	100%	\$ -	\$ 80,000
114	3400	UPS MAINTENANCE CONTRACT	\$ 2,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 10	\$ 1,990
115	3500	PAINT STRUCTURES AT DYAL	\$ 15,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 76	\$ 14,924
116	3600	NEW VALVES/ACTUATORS(9) FOR WEWAH WEST GST	\$ 92,000	No Surface Water	0%	100%	\$ -	\$ 92,000
117	3700	...6 ACTUATORS AND 2 36" VALVES 1 REXA ACTUATOR	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
118	3800	TRANSFER PUMP PROGRAM REBUILD TP #1	\$ 60,000	No Surface Water	0%	100%	\$ -	\$ 60,000
119	3900	REPLACE 1 HYPO STORAGE TANK AT WEWAH.PROG.	\$ 32,000	No Surface Water	0%	100%	\$ -	\$ 32,000
120	4000	WELL REPLACEMENT PROGRAM	\$ 75,000	No Surface Water	0%	100%	\$ -	\$ 75,000
121	4100	...3 NEW WELLS (SHAFT,COLUMN,PUMP,ETC.) AT 25K PER	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
122	4200	AMMONIA FEEDER MAINTENANCE CONTRACT(FY15*1.03)	\$ 6,365	Weighted Total Dyal Plant O&M	1%	99%	\$ 32	\$ 6,333
123	4300	CI2 MAINTENANCE CONTRACT(FY15*1.03)	\$ 10,715	Weighted Total Dyal Plant O&M	1%	99%	\$ 54	\$ 10,661
124	4400	HVAC CONTRACT MONTHLY MAINT ON 36 UNITS	\$ 46,508	Weighted Total Dyal Plant O&M	1%	99%	\$ 236	\$ 46,272
125	4500	MAINTENANCE AND REPAIR OF SECURITY SYS.	\$ 1,500	Weighted Total Dyal Plant O&M	1%	99%	\$ 8	\$ 1,492
126	4600	OZONE MAINTENANCE AGREEMENT	\$ 20,000	No Surface Water	0%	100%	\$ -	\$ 20,000
127	4700	SCADA MAINTENANCE AGREEMENT-PERIODIC VISITS TO	\$ 75,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 381	\$ 74,619
128	4800	...MAINTAIN/REPAIR EXISTING SCADA AND HARDWARE	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
129	4900	ASR WELL MAINTENANCE	\$ 10,000	No Surface Water	0%	100%	\$ -	\$ 10,000
130	5000	LADDER REPLACEMENT (STAIRS) AT VIERA	\$ 80,000	No Surface Water	0%	100%	\$ -	\$ 80,000
131	5100	GW FILTER MEDIA REPLACEMENT PROGRAM 2/YR	\$ 261,000	No Surface Water	0%	100%	\$ -	\$ 261,000
132	5200	...AT 130K EACH (FY16,17,18)	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
133	5300	WELLFIELD LGE MOTOR REPLACEMENT PROGRAM	\$ 50,000	No Surface Water	0%	100%	\$ -	\$ 50,000
134	5400	...2 PER YEAR AT 25K EACH(FY16-FY21)	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
135	5500	BACKUP WIRELESS TELEMTRY MAINTENANCE CONTRACT	\$ 18,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 91	\$ 17,909
136	5600	ELECTRICAL PREV. MAINTENANCE SERVICE PROGRAM	\$ 50,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 254	\$ 49,746
137	5700	INSTRUMENTATION CALIBRATION SERVICE PROGRAM	\$ 50,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 254	\$ 49,746
138	5800	REBUILD FLOC/SED PROGRAM TRAIN 1 (FY16 AND FY17)	\$ 25,000	No Surface Water	0%	100%	\$ -	\$ 25,000
139	5900	REPLACE INGROUND PLUG VALVES SURFACE WATER	\$ 30,000	No Surface Water	0%	100%	\$ -	\$ 30,000
140	TOTAL 46-00 REPAIRS & MAINTENANCE		\$ 1,798,588				\$8,936	\$1,789,662
						Percent of Total	0.5%	99.5%
141	46-02 REPAIR/MAINT BUILDING							
142	100	REPAIR AND MAINT OF BLDG AT DYAL	\$ 10,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 51	\$ 9,949
143	200	REPAIR AND MAINT OF BLDG AT WEWAH/BOOSTERS	\$ 5,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 25	\$ 4,975
144	300	REPLACE 277 VOLT LIGHTING AT DYAL PLANT	\$ 200,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 1,016	\$ 198,984
145	400	...ADMIN BUILD IN FY15 / CHEM. AND SW BLDGS FY16	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
146	500	ENCLOSE STORAGE BUILD. AT DYAL	\$ 50,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 254	\$ 49,746
147	600	SLUDGE BUILD. ROOF REPLACEMENT	\$ 30,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 152	\$ 29,848
148	700	REPLACE GLASS DOORS WITH GARAGE DOOR FILTER GALL	\$ 20,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 102	\$ 19,898
149	TOTAL 46-02 REPAIR/MAINT BUILDING		\$ 315,000				\$1,601	\$313,399
						Percent of Total	0.5%	99.5%
150	46-03 REPAIR/MAINT-VEHICLES							
151	100	HVY EQUIP MAINT- ONE LOADER, ONE BACKHOE,	\$ 8,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 41	\$ 7,959
152	200	...FORKTRUCK, GRADER,ETC...	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
153	300	HYDRAULIC INSPECTIONS CERTIFICATIONS (FLEET)	\$ 750	Weighted Total Dyal Plant O&M	1%	99%	\$ 4	\$ 746

A		B	C	D	E	F	G	H
			Allocation Factor	Surface Water Supply	Remainder of Base Year Regional/ Retail Actuals	Base Year Surface Water Supply	Remainder of Base Year Regional/ Retail Actuals	
154	400	14 VEHICLES (FLEET)	\$ 24,250	Weighted Total Dyal Plant O&M	1%	99%	\$ 123	\$ 24,127
155	TOTAL 46-03 REPAIR/MAINT-VEHICLES		\$ 33,000				\$ 168	\$ 32,832
						Percent of Total	0.5%	99.5%
156	47-00	PRINTING & BINDING						
157	100	LETTERHEAD, BUSINESS CARDS, ETC	\$ 200	Weighted Total Dyal Plant O&M	1%	99%	\$ 1	\$ 199
158	TOTAL 47-00 PRINTING & BINDING		\$ 200				\$ 1	\$ 199
						Percent of Total	0.5%	99.5%
159	49-00	OTHER CHARGES & OBLIG.						
160	100	DEP ANNUAL FUEL STORAGE TANK FEES	\$ 825	Weighted Total Dyal Plant O&M	1%	99%	\$ 4	\$ 821
161	200	DEP ANNUAL LICENSE FEE	\$ 6,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 30	\$ 5,970
162	300	LEGAL ADS	\$ 1,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 5	\$ 995
163	TOTAL 49-00 OTHER CHARGES & OBLIG.		\$ 7,825				\$ 40	\$ 7,785
						Percent of Total	0.5%	99.5%
164	52-00	OPERATING SUPPLIES						
165	100	(GW@22) LIME 6100 TONS @ \$172.11/TON	\$ 999,000	No Surface Water	0%	100%	\$ -	\$ 999,000
166	200	...(180)*(22)*(8.34)*(365)/(2000)= 6100 TONS	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
167	300	SODA ASH 1850 TONS @ \$370.69/TON	\$ 686,000	No Surface Water	0%	100%	\$ -	\$ 686,000
168	400	...(55)*(22)*(8.34)*(365)/(2000)= 1850 TONS	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
169	500	STARCH 34 TONS @ \$4400/TON	\$ 163,000	No Surface Water	0%	100%	\$ -	\$ 163,000
170	600	...(1)*(22)*(8.34)*(365)/(2000)= 34 TONS	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
171	700	CHLORINE 268 TONS @ \$298.50/TON	\$ 80,000	No Surface Water	0%	100%	\$ -	\$ 80,000
172	800	...(8)*(22)*(8.34)*(365)/(2000)= 268 TONS	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
173	900	ANHYDROUS AMMONIA 40 TONS @ \$1440/TON	\$ 58,000	No Surface Water	0%	100%	\$ -	\$ 58,000
174	1000	...(1.2)*(22)*(8.34)*(365)/(2000)= 40 TONS	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
175	1100	CARBON DIOXIDE 837 TONS @ \$180/TON	\$ 151,000	No Surface Water	0%	100%	\$ -	\$ 151,000
176	1200	...(25)*(22)*(8.34)*(365)/(2000)= 837 TONS	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
177	1300	(SW@3) FERRIC SULFATE 1758 TONS @ \$174/TON	\$ 306,000	No Surface Water	0%	100%	\$ -	\$ 306,000
178	1400	...(231)*(5)*(8.34)*(365)/(2000)=1758 TONS	\$ -	No Surface Water	0%	100%	\$ -	\$ -
179	1500	CAL FLO LIQUID LIME 608 TONS @ \$135/TON	\$ 83,000	No Surface Water	0%	100%	\$ -	\$ 83,000
180	1600	...(80)*(5)*(8.34)*(365)/(2000)=608 TONS	\$ -	No Surface Water	0%	100%	\$ -	\$ -
181	1700	LIQUID OXYGEN (LOX)380 TONS @ 103.60/TON	\$ 40,000	No Surface Water	0%	100%	\$ -	\$ 40,000
182	1800	...(50)*(8.34)*(5)*(365)/(2000)=380 TONS	\$ -	No Surface Water	0%	100%	\$ -	\$ -
183	1900	SUPER FLOC 1986N 8 TONS @ \$3460/TON	\$ 28,000	No Surface Water	0%	100%	\$ -	\$ 28,000
184	2000	...(1)*(5)*(8.34)*(365)/(2000)=8 TONS	\$ -	No Surface Water	0%	100%	\$ -	\$ -
185	2100	CHLORINE 61 TONS @ \$298.50/TON	\$ 19,000	No Surface Water	0%	100%	\$ -	\$ 19,000
186	2200	...(8)*(5)*(8.34)*(365)/(2000)=61 TONS	\$ -	No Surface Water	0%	100%	\$ -	\$ -
187	2300	ANHYDROUS AMMONIA 15 TONS @ \$1440/TON	\$ 22,000	No Surface Water	0%	100%	\$ -	\$ 22,000
188	2400	...(2)*(5)*(8.34)*(365)/(2000)= 15 TONS	\$ -	No Surface Water	0%	100%	\$ -	\$ -
189	2500	CARBON DIOXIDE 61 TONS @ \$180/TON	\$ 11,000	No Surface Water	0%	100%	\$ -	\$ 11,000
190	2600	...(8)*(5)*(8.34)*(365)/(2000)= 61 TONS	\$ -	No Surface Water	0%	100%	\$ -	\$ -
191	2700	SLUDGE POLYMER 15 TONS @ \$4400/TON	\$ 66,000	No Surface Water	0%	100%	\$ -	\$ 66,000
192	2800	...(2)*(5)*(8.34)*(365)/(2000)=15 TONS	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
193	2900	(SW+GW) FLUORIDE 144 TONS @ \$490/TON	\$ 70,560	No Surface Water	0%	100%	\$ -	\$ 70,560
194	3000	...(0.7)*(27)*(8.34)*(365)/(2000)/(0.20)=144 TONS	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
195	3100	SOD HYPO FOR WEWAH 154 TONS AT 1050/TON	\$ 154,000	No Surface Water	0%	100%	\$ -	\$ 154,000
196	3200	...(4)*(24)*(8.34)*(365)/(2000)=146 TONS	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
197	3300	SOD HYPO FOR 3 BOOSTERS 11 TONS @ 1050/TON	\$ 12,000	No Surface Water	0%	100%	\$ -	\$ 12,000
198	3400	DISINFECTION CHEMICALS (HTH ETC...)	\$ 8,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 41	\$ 7,959
199	3500	CHLORINE LEAK DETECTOR AND BUFFER (2)	\$ 2,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 10	\$ 1,990
200	3600	GROUND MAINTENANCE PESTICIDES	\$ 2,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 10	\$ 1,990
201	3700	HANDHELD RADIOS/BATTERIES	\$ 4,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 20	\$ 3,980
202	3800	OFFICE SUPPLIES- REQUIRED CERTIFIED MAILING OF	\$ 8,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 41	\$ 7,959
203	3900	...MULTIPLE MONTHLY QUARTERLY AND	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
204	4000	...ANNUAL REPORTS TO FDEP,SJRWMD,ETC ...	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
205	4100	QUARTERLY CHLORINE WHIP REPLACEMENT	\$ 3,500	No Surface Water	0%	100%	\$ -	\$ 3,500

A		E	C	D	E	F	G	H
				Allocation Factor	Surface Water Supply	Remainder of Base Year Regional/Retail Actuals	Base Year Surface Water Supply	Remainder of Base Year Regional/Retail Actuals
206	4200	REG UNIFORMS (38) /\$3.05 WK/2 COTTON /\$4.60/WK	\$ 7,800	Weighted Total Dyal Plant O&M	1%	99%	\$ 40	\$ 7,760
207	4300	... 1 SUPERVISOR \$3.65/WK,MATS 20/WEEK	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
208	4400	SAFETY EQUIPMENT (PPE)	\$ 12,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 61	\$ 11,939
209	4500	SALT FOR WATER SOFTENER SODA ASH FEED GW	\$ 3,000	No Surface Water	0%	100%	\$ -	\$ 3,000
210	4600	SMALL HAND TOOLS FOR MAINT/OPS CALIB TOOLS FOR	\$ 10,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 51	\$ 9,949
211	4700	...ELECTRICIANS/INSTRUMENT TECHS	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
212	4800	POWER TOOLS FOR MAINT/OPS	\$ 4,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 20	\$ 3,980
213	4900	PAINTING SUPPLIES	\$ 2,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 10	\$ 1,990
214	5000	WELDING SUPPLIES	\$ 6,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 30	\$ 5,970
215	5100	MISC OPERATING SUPPLIES/WAREHOUSE SUPPLIES	\$ 25,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 127	\$ 24,873
216	5200	CALIBRATION CHEMICALS/ REAGENTS	\$ 40,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 203	\$ 39,797
217	5300	SHOE ALLOWANCE 3 SUPERVISOR @ 110	\$ 330	Weighted Total Dyal Plant O&M	1%	99%	\$ 2	\$ 328
218	5400	COPY OVERAGES	\$ 1,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 5	\$ 995
219	5500	SCADA SUPPLIES	\$ 8,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 41	\$ 7,959
220	TOTAL 52-00 OPERATING SUPPLIES		\$ 3,095,190				\$ 712	\$ 3,094,478
							Percent of Total	0.0%
221	52-07 JANITORIAL SUPPLIES							100.0%
222	100	JANITORIAL SUPPLIES FOR DYAL	\$ 5,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 25	\$ 4,975
223	TOTAL 52-07 JANITORIAL SUPPLIES		\$ 5,000				\$ 25	\$ 4,975
							Percent of Total	0.5%
224	52-30 FUEL OIL & LUBRICANTS							99.5%
225	100	750 GALS FOR BANANA RIVER PUMP STATION \$3.35/GAL	\$ 2,513	No Surface Water	0%	100%	\$ -	\$ 2,513
226	200	750 GALS FOR INDUSTRIAL PK PUMP STATION \$3.35/GAL	\$ 2,513	No Surface Water	0%	100%	\$ -	\$ 2,513
227	300	750 GALLONS FOR VIERA PUMP STATION \$3.35/GAL	\$ 2,513	No Surface Water	0%	100%	\$ -	\$ 2,513
228	400	15000 GALS FOR DYAL EMERG GEN & DIESEL ENGINE FOR	\$ 50,250	No Surface Water	0%	100%	\$ -	\$ 50,250
229	500	...HIGH SERVICE PUMP 1 @ \$3.35/GAL	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
230	600	3000 GALS SKID TANK FOR MOWING, GRADER, LOADER	\$ 8,850	Weighted Total Dyal Plant O&M	1%	99%	\$ 45	\$ 8,805
231	700	...\$2.95 /GAL	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
232	800	500 GALLONS FOR TAYLOR CREEK \$3.35/GAL	\$ 1,675	Surface Water Only	100%	0%	\$ 1,675	\$ -
233	900	5000 GALS DIESEL FOR GEN/WELLS & WEWA GEN	\$ 16,750	No Surface Water	0%	100%	\$ -	\$ 16,750
234	1000	...POWER OUTAGE\$3.35/GAL	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
235	1100	10609 GALS. OF GAS @ \$2.50 PER GALLON(FLEET)	\$ 26,523	Weighted Total Dyal Plant O&M	1%	99%	\$ 135	\$ 26,388
236	1200	OIL FOR VEHICLES(FLEET)	\$ 600	Weighted Total Dyal Plant O&M	1%	99%	\$ 3	\$ 597
237	1300	GREASE AND LUBRICANTS	\$ 3,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 15	\$ 2,985
238	1400	SPECIALTY OIL-FOOD GRADE OILS FOR TREATMENT UNITS	\$ 4,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 20	\$ 3,980
239	TOTAL 52-30 FUEL OIL & LUBRICANTS		\$ 119,187				\$ 1,893	\$ 117,294
							Percent of Total	1.6%
240	53-00 ROAD MATERIALS/SUPPLIES							98.4%
241	100	ROAD MATERIALS/SUPPLIES TO MAINTAIN 21 MILES OF RD	\$ 35,000	No Surface Water	0%	100%	\$ -	\$ 35,000
242	200	...IN WELLFIELD	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
243	TOTAL 53-00 ROAD MATERIALS/SUPPLIES		\$ 35,000				\$ 0	\$ 35,000
							Percent of Total	0.0%

	A	B	C	D	E	F	G	H
				Allocation Factor	Surface Water Supply	Remainder of Base Year Regional/Retail Actuals	Base Year Surface Water Supply	Remainder of Base Year Regional/Retail Actuals
244	54-00 MEMBERSHIP/PUBLICATIONS							
245	100	AWWA PUBLICATIONS	\$ 300	Weighted Total Dyal Plant O&M	1%	99%	\$ 2	\$ 298
246	200	FWPCOA 16 OPS AT \$30	\$ 480	Weighted Total Dyal Plant O&M	1%	99%	\$ 2	\$ 478
247	TOTAL 54-00 MEMBERSHIP/PUBLICATIONS		\$ 780				\$4	\$776
	Percent of Total						0.5%	99.5%
248	55-00 TRAINING							
249	100	FWRC, FSAWWA AND OTHER CONFERENCE AND SEMINAR	\$ 6,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 30	\$ 5,970
250	200	...REGISTRATION/FEEES, CORRESPONDENCE COURSES	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
251	300	RISK MGMT, PLAN TRAINING,PPE & CHEM,CONF SPACE,	\$ 25,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 127	\$ 24,873
252	400	...HAZ COMM, RESPIRATOR, SCBA REQUIRED PER EPA	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
253	500	REIMBURSEMENT FOR LICENSE TRAINING COURSES	\$ 4,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 20	\$ 3,980
254	600	...REQUIRED TRAINING FOR 4 OPS AND MAINT. STAFF	\$ -	Weighted Total Dyal Plant O&M	1%	99%	\$ -	\$ -
255	700	SCADA (WONDERWARE, PORTAL,VM WARE)\$1200/EACH	\$ 3,600	Weighted Total Dyal Plant O&M	1%	99%	\$ 18	\$ 3,582
256	800	PUMP MOTOR REPAIR TRAINING	\$ 2,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 10	\$ 1,990
257	900	DIST. LICENSE TRAINING	\$ 5,000	Weighted Total Dyal Plant O&M	1%	99%	\$ 25	\$ 4,975
258	TOTAL 55-00 TRAINING		\$ 45,600				\$232	\$45,368
	Percent of Total						0.5%	99.5%
259	TOTAL		\$ 7,770,841				\$64,312	\$7,716,529
	Percent of Total						0.7%	99.3%
260	Surface Water Only						100.0%	0.0%
261	No Surface Water						0.0%	100.0%
262	Staff Input						25.0%	75.0%
263	Weighted Total Dyal Plant O&M						0.6%	99.5%

Schedule 9 of 13

Service Allocation - Capital Improvement Program (CIP)

A		B	C	D	E	F	G
Project Description		Total 5-Year	Allocation Factor	Water	Sewer/ Reuse	5-Year Water CIP	5-Year Sewer/ Reuse CIP
1	1515 Field Services						
2	Meter reading Hand Held Utility Usage Reading Capture Devices	\$ 108,830	Water Only	100%	0%	\$ 108,830	\$ -
3	4020 Dyal Plant						
4	FY2021 SCADA Design Programming (Water Capital Project)	\$ 50,648	Water Only	100%	0%	\$ 50,648	\$ -
5	New gas generator, transfer switch and pad	\$ 20,257	Water Only	100%	0%	\$ 20,257	\$ -
6	Replace Champion Grader Model 710A	\$ 131,670	Water Only	100%	0%	\$ 131,670	\$ -
7	Replace Slope Mower	\$ 89,709	Water Only	100%	0%	\$ 89,709	\$ -
8	Replacement of vehicle #03 (2008 Ford F250)	\$ 38,671	Water Only	100%	0%	\$ 38,671	\$ -
9	Replacement of vehicle #121 (2007 Ford F250 UTILITY)	\$ 38,671	Water Only	100%	0%	\$ 38,671	\$ -
10	Replacement of vehicle #130 (2010 Ford F250 UTILITY)	\$ 39,956	Water Only	100%	0%	\$ 39,956	\$ -
11	Replacement of vehicle #23 (2009 Ford F250 UTILITY)	\$ 39,956	Water Only	100%	0%	\$ 39,956	\$ -
12	Replacement of vehicle #47 (1996 Ford LNT8000)	\$ 280,475	Water Only	100%	0%	\$ 280,475	\$ -
13	Replacement of vehicle #78 (2004 Ford F250 UTILITY)	\$ 38,671	Water Only	100%	0%	\$ 38,671	\$ -
14	Replacement of vehicle #94 (2005 Ford F250 UTILITY)	\$ 38,671	Water Only	100%	0%	\$ 38,671	\$ -
15	4025 Water Field Operations						
16	Fortenberry / Plumosa Intersection Impro	\$ 49,443	Water Only	100%	0%	\$ 49,443	\$ -
17	New cement mixer and dispenser (2017 Cemen Tech Volumetri	\$ 31,977	Water Only	100%	0%	\$ 31,977	\$ -
18	New vehicle (2017 Ford F250)	\$ 15,868	Water Only	100%	0%	\$ 15,868	\$ -
19	New vehicle (2017 Ford F450)	\$ 33,231	Water Only	100%	0%	\$ 33,231	\$ -
20	New Vehicle (2017 Ford Transit VAN) 1 of 4	\$ 12,058	Water Only	100%	0%	\$ 12,058	\$ -
21	New Vehicle (2017 Ford Transit VAN) 2 of 4	\$ 12,058	Water Only	100%	0%	\$ 12,058	\$ -
22	New Vehicle (2017 Ford Transit VAN) 3 of 4	\$ 12,058	Water Only	100%	0%	\$ 12,058	\$ -
23	New Vehicle (2017 Ford Transit VAN) 4 of 4	\$ 12,058	Water Only	100%	0%	\$ 12,058	\$ -
24	New Vehicle (2017 McLaughlin VX50-500 Hydro Excavator)	\$ 43,408	Water Only	100%	0%	\$ 43,408	\$ -
25	Replacement of vehicle #06 (2008 Ford F550 SD)	\$ 33,810	Water Only	100%	0%	\$ 33,810	\$ -
26	Replacement of vehicle #07 (2008 Ford F550 SD)	\$ 33,231	Water Only	100%	0%	\$ 33,231	\$ -
27	Replacement of vehicle #08 (2008 Ford F550 SD)	\$ 33,231	Water Only	100%	0%	\$ 33,231	\$ -
28	Replacement of vehicle #104 (2008 Ford F550 SD)	\$ 17,255	Water Only	100%	0%	\$ 17,255	\$ -
29	Replacement of vehicle #106 (2008 Ford F450 Dump)	\$ 84,030	Water Only	100%	0%	\$ 84,030	\$ -
30	Replacement of vehicle #108 (2003 Chevy 3500HD)	\$ 49,767	Water Only	100%	0%	\$ 49,767	\$ -
31	Replacement of vehicle #13 (2006 Ford F250 UTILITY)	\$ 17,255	Water Only	100%	0%	\$ 17,255	\$ -
32	Replacement of vehicle #15 (2009 Ford F250 UTILITY)	\$ 42,744	Water Only	100%	0%	\$ 42,744	\$ -
33	Replacement of vehicle #171 (2001 Ford F450 Dump)	\$ 33,231	Water Only	100%	0%	\$ 33,231	\$ -
34	Replacement of vehicle #174 (2009 Ford F250 Utility)	\$ 42,744	Water Only	100%	0%	\$ 42,744	\$ -
35	Replacement of vehicle #25 (2008 Ford F550 SD)	\$ 82,396	Water Only	100%	0%	\$ 82,396	\$ -
36	Replacement of vehicle #29 (2002 Ford F450 Dump)	\$ 79,543	Water Only	100%	0%	\$ 79,543	\$ -
37	Replacement of vehicle #32 (2002 Ford F450 Dump)	\$ 80,665	Water Only	100%	0%	\$ 80,665	\$ -
38	Replacement of vehicle #52 (2011 Ford F250 UTILITY)	\$ 42,156	Water Only	100%	0%	\$ 42,156	\$ -
39	Replacement of vehicle #55 (2009 Ford F250 UTILITY)	\$ 43,137	Water Only	100%	0%	\$ 43,137	\$ -
40	Replacement of vehicle #80 (2006 Ford F350)	\$ 18,762	Water Only	100%	0%	\$ 18,762	\$ -
41	Replacement of vehicle #92 (2008 Ford F350 Utility)	\$ 87,853	Water Only	100%	0%	\$ 87,853	\$ -

Schedule 9 of 13

Service Allocation - Capital Improvement Program (CIP)

A		B	C	D	E	F	G
Project Description		Total 5-Year	Allocation Factor	Water	Sewer/ Reuse	5-Year Water CIP	5-Year Sewer/ Reuse CIP
42	4055 Engineering						
43	14" AC Raw Water Pipeline Upgrade and Well 17 Area Isoaltion	\$ 2,682,712	Water Only	100%	0%	\$ 2,682,712	\$ -
44	Capital Plan Update	\$ 451,440	Weighted 5-Year CIP	88%	12%	\$ 398,232	\$ 53,208
45	DS-31 Chase Hammock Rd Looping - Construction	\$ 1,014,144	Water Only	100%	0%	\$ 1,014,144	\$ -
46	DS-39 Merritt Island In-line Booster Pump Station	\$ 1,565,651	Water Only	100%	0%	\$ 1,565,651	\$ -
47	DS-49 East Peachtree Pipeline	\$ 178,780	Water Only	100%	0%	\$ 178,780	\$ -
48	DS-51 Florida Ave WM Replacement / Complete Streets	\$ 820,940	Water Only	100%	0%	\$ 820,940	\$ -
49	DS-53 Indian River Water Main Replacement	\$ 24,115	Water Only	100%	0%	\$ 24,115	\$ -
50	DS-56 Banana River Tank Improvements	\$ 4,999,916	Water Only	100%	0%	\$ 4,999,916	\$ -
51	DS-60 Banana River and Viera Pump Station Improvements - D	\$ 73,959	Water Only	100%	0%	\$ 73,959	\$ -
52	DS-63 Marlin Manor Pipeline Improvements	\$ 2,288,675	Water Only	100%	0%	\$ 2,288,675	\$ -
53	Dyal Chemical Conversion & Reliability Improvement Project	\$ 9,237,327	Water Only	100%	0%	\$ 9,237,327	\$ -
54	Fiber Optic Cable from Dyal WTP to Wewa WTP	\$ 1,313,790	Water Only	100%	0%	\$ 1,313,790	\$ -
55	Fiber Optic Cable from Police Department to Dyal WTP	\$ 332,792	Water Only	100%	0%	\$ 332,792	\$ -
56	Force Main Repairs	\$ 224,541	Water Only	100%	0%	\$ 224,541	\$ -
57	FY2017 SCADA Design Programming (Clearwell)	\$ 28,938	Water Only	100%	0%	\$ 28,938	\$ -
58	FY2018 SCADA Design Programming (CCRIP, Sulfurator, Port C	\$ 141,048	Water Only	100%	0%	\$ 141,048	\$ -
59	FY2019 SCADA Design Programming (HSP Diesel Gen, HSP VI	\$ 68,546	Water Only	100%	0%	\$ 68,546	\$ -
60	FY2020 SCADA Design Programming (Water Capital Project)	\$ 134,628	Water Only	100%	0%	\$ 134,628	\$ -
61	Gravity Sewer Replacement Project	\$ 303,854	Sewer / Reuse Only	0%	100%	\$ -	\$ 303,854
62	LCP 1 Relocation	\$ 224,380	Sewer / Reuse Only	0%	100%	\$ -	\$ 224,380
63	Lift Station 1 Replacement	\$ 799,698	Sewer / Reuse Only	0%	100%	\$ -	\$ 799,698
64	Lift Station 17 Replacement	\$ 337,616	Sewer / Reuse Only	0%	100%	\$ -	\$ 337,616
65	Lift Station 19 Replacement	\$ 822,782	Sewer / Reuse Only	0%	100%	\$ -	\$ 822,782
66	Lift Station Control Panel Replacement Project 1	\$ 228,485	Sewer / Reuse Only	0%	100%	\$ -	\$ 228,485
67	Lift Station Control Panel Replacement Project 2	\$ 448,760	Sewer / Reuse Only	0%	100%	\$ -	\$ 448,760
68	Lift Station Control Panel Replacement Project 3	\$ 337,653	Sewer / Reuse Only	0%	100%	\$ -	\$ 337,653
69	Lift Station Wetwell Rehabilitation	\$ 235,080	Sewer / Reuse Only	0%	100%	\$ -	\$ 235,080
70	Michigan Ave. Force Main (New Pipe)	\$ 753,472	Water Only	100%	0%	\$ 753,472	\$ -
71	Package System PLC Upgrade - Belt Filter Press	\$ 33,762	Water Only	100%	0%	\$ 33,762	\$ -
72	Package System PLC Upgrade - Cal Flow	\$ 33,762	Water Only	100%	0%	\$ 33,762	\$ -
73	Package System PLC Upgrade - Ozone System	\$ 662,607	Water Only	100%	0%	\$ 662,607	\$ -
74	Replacement of MCC 7 & 8	\$ 560,950	Sewer / Reuse Only	0%	100%	\$ -	\$ 560,950
75	Utilities Program Management	\$ 7,149,251	Weighted 5-Year CIP	88%	12%	\$ 6,306,624	\$ 842,627
76	WS-03 Pigging and Flushing Improvements for Raw Water Pipeli	\$ 444,872	Water Only	100%	0%	\$ 444,872	\$ -
77	WS-05 54 inch Redundant Pipe to Dyal	\$ 929,351	Water Only	100%	0%	\$ 929,351	\$ -
78	WS-09 42 inch New Pipeline West of WTA to Dallas Wewa	\$ 8,540,776	Water Only	100%	0%	\$ 8,540,776	\$ -
79	WS1001 Industrial Park Pump Station Improvements	\$ 234,283	Water Only	100%	0%	\$ 234,283	\$ -
80	WS1117 System Software Upgrade at Dyal	\$ 2,101,066	Water Only	100%	0%	\$ 2,101,066	\$ -
81	WS1201 Pipe Infrastructure Assessment and Replacement	\$ 15,716,147	Water Only	100%	0%	\$ 15,716,147	\$ -
82	WS1210 Water Capital Plan - 5-year Updates	\$ 385,846	Weighted 5-Year CIP	88%	12%	\$ 340,370	\$ 45,477
83	WS1309 SR-520 Water Main Replacement	\$ 839,917	Water Only	100%	0%	\$ 839,917	\$ -
84	WS-19 Raw Water Well Rehabilitation	\$ 1,191,542	Water Only	100%	0%	\$ 1,191,542	\$ -
85	WT-02 Separation of Groundwater and Surface Water Clear Wel	\$ 3,913,117	Water Only	100%	0%	\$ 3,913,117	\$ -
86	WT-17 High Service Pump Station VFD	\$ 389,989	Water Only	100%	0%	\$ 389,989	\$ -
87	WT-51 Sulfurator	\$ 3,091,217	Water Only	100%	0%	\$ 3,091,217	\$ -
88	WT-52 Surge Tank Assessment and / or Replacement at Dyal	\$ 1,570,808	Water Only	100%	0%	\$ 1,570,808	\$ -
89	WT-54 Tier 4 Generator Improvements	\$ 3,621,325	Water Only	100%	0%	\$ 3,621,325	\$ -

Schedule 9 of 13

Service Allocation - Capital Improvement Program (CIP)

A		B	C	D	E	F	G
Project Description		Total 5-Year	Allocation Factor	Water	Sewer/ Reuse	5-Year Water CIP	5-Year Sewer/ Reuse CIP
90	WT-56 Dyal Surface Water Filters Canopy and Enclosure	\$ 509,873	Water Only	100%	0%	\$ 509,873	\$ -
91	WT-57 Dyal HSP #4 Tier 4 Diesel Engine Replacement	\$ 991,357	Water Only	100%	0%	\$ 991,357	\$ -
92	WT-62 Dyal TTHM Prevention and/or Reduction	\$ 131,645	Water Only	100%	0%	\$ 131,645	\$ -
93	WT-63 Replacement of Dyal Finished Water Steel GST	\$ 718,016	Water Only	100%	0%	\$ 718,016	\$ -
94	WT-CO Ozone Improvements (Generator Replacement, Chiller F	\$ 5,247,947	Water Only	100%	0%	\$ 5,247,947	\$ -
95	4120 Water Reclamation						
96	Bracco Pond Aeration	\$ 224,918	Sewer / Reuse Only	0%	100%	\$ -	\$ 224,918
97	Bracco Pond Interconnect	\$ 43,408	Sewer / Reuse Only	0%	100%	\$ -	\$ 43,408
98	CMMS Update and Electronic O&M Manual	\$ 48,231	Sewer / Reuse Only	0%	100%	\$ -	\$ 48,231
99	Jerry Sellers WRF Generator Stack Replacement	\$ 36,173	Sewer / Reuse Only	0%	100%	\$ -	\$ 36,173
100	Mud Lake Wetlands	\$ 1,090,069	Sewer / Reuse Only	0%	100%	\$ -	\$ 1,090,069
101	Replacement of vehicle #42 (2006 Ford E250 VAN)	\$ 34,544	Sewer / Reuse Only	0%	100%	\$ -	\$ 34,544
102	Valve Identification Project	\$ 28,938	Sewer / Reuse Only	0%	100%	\$ -	\$ 28,938
103	Water Reclamation Fleet E250 Van	\$ 34,544	Sewer / Reuse Only	0%	100%	\$ -	\$ 34,544
104	4125 Sewer Field Operations						
105	CIPP Rehabilitation Phase 2	\$ 192,923	Sewer / Reuse Only	0%	100%	\$ -	\$ 192,923
106	CIPP Rehabilitation Phase 3	\$ 470,161	Sewer / Reuse Only	0%	100%	\$ -	\$ 470,161
107	CIPP Rehabilitation Phase 4	\$ 456,970	Sewer / Reuse Only	0%	100%	\$ -	\$ 456,970
108	CIPP Rehabilitation Phase 5	\$ 448,760	Sewer / Reuse Only	0%	100%	\$ -	\$ 448,760
109	CIPP Rehabilitation Phase 6	\$ 337,653	Sewer / Reuse Only	0%	100%	\$ -	\$ 337,653
110	Electrical Wire and Conduit Replacement	\$ 192,923	Sewer / Reuse Only	0%	100%	\$ -	\$ 192,923
111	Jerry Sellers WRF Flow Improvements	\$ 482,308	Sewer / Reuse Only	0%	100%	\$ -	\$ 482,308
112	Lift Station 4 Replacement	\$ 38,585	Sewer / Reuse Only	0%	100%	\$ -	\$ 38,585
113	Lift Station Mechanical Improvements	\$ 610,431	Sewer / Reuse Only	0%	100%	\$ -	\$ 610,431
114	Replacement of MCC 1-6	\$ 192,923	Sewer / Reuse Only	0%	100%	\$ -	\$ 192,923
115	Replacement of vehicle #53 (2009 Ford F250 UTILITY)	\$ 32,161	Sewer / Reuse Only	0%	100%	\$ -	\$ 32,161
116	Replacement of vehicle #54 (2005 Ford E250 VAN)	\$ 17,078	Sewer / Reuse Only	0%	100%	\$ -	\$ 17,078
117	Replacement of vehicle #85 (2001 Ford F450 DUMP)	\$ 64,070	Sewer / Reuse Only	0%	100%	\$ -	\$ 64,070
118	RTU Replacement	\$ 714,925	Sewer / Reuse Only	0%	100%	\$ -	\$ 714,925
119	Sewer Cleaning	\$ 96,462	Sewer / Reuse Only	0%	100%	\$ -	\$ 96,462
120	WFO Sewer E250 Van	\$ 17,078	Sewer / Reuse Only	0%	100%	\$ -	\$ 17,078
121	WFO Sewer F250 Utility Ford	\$ 32,161	Sewer / Reuse Only	0%	100%	\$ -	\$ 32,161
122	WFO Sewer F450 Dump Ford	\$ 64,070	Sewer / Reuse Only	0%	100%	\$ -	\$ 64,070
123	WFO Sewer GU813 Mack	\$ 221,051	Sewer / Reuse Only	0%	100%	\$ -	\$ 221,051
124		\$ -	Sewer / Reuse Only	0%	100%	\$ -	\$ -
125	UNSPECIFIED FUTURE PROJECTS	\$ -	Sewer / Reuse Only	0%	100%	\$ -	\$ -
Total		\$ 97,266,813				\$ 85,802,728	\$ 11,464,085

Schedule 10 of 13

Customer Class Allocation - Capital Improvement Program (CIP)

A		B	C	D	E	F	G
Project Description		5-Year Water	Allocation Factor	Regional/ Retail	Retail Only	5-Year Regional/ Retail	5-Year Retail Only CIP
1	1515 Field Services						
2	Meter reading Hand Held Utility Usage Reading Capture Devices	\$ 108,830	Retail Only	0%	100%	\$ -	\$ 108,830
3	4020 Dyal Plant						
4	FY2021 SCADA Design Programming (Water Capital Project)	\$ 50,648	Regional / Retail	100%	0%	\$ 50,648	\$ -
5	New gas generator, transfer switch and pad	\$ 20,257	Regional / Retail	100%	0%	\$ 20,257	\$ -
6	Replace Champion Grader Model 710A	\$ 131,670	Regional / Retail	100%	0%	\$ 131,670	\$ -
7	Replace Slope Mower	\$ 89,709	Regional / Retail	100%	0%	\$ 89,709	\$ -
8	Replacement of vehicle #03 (2008 Ford F250)	\$ 38,671	Regional / Retail	100%	0%	\$ 38,671	\$ -
9	Replacement of vehicle #121 (2007 Ford F250 UTILITY)	\$ 38,671	Regional / Retail	100%	0%	\$ 38,671	\$ -
10	Replacement of vehicle #130 (2010 Ford F250 UTILITY)	\$ 39,956	Regional / Retail	100%	0%	\$ 39,956	\$ -
11	Replacement of vehicle #23 (2009 Ford F250 UTILITY)	\$ 39,956	Regional / Retail	100%	0%	\$ 39,956	\$ -
12	Replacement of vehicle #47 (1996 Ford LNT8000)	\$ 280,475	Regional / Retail	100%	0%	\$ 280,475	\$ -
13	Replacement of vehicle #78 (2004 Ford F250 UTILITY)	\$ 38,671	Regional / Retail	100%	0%	\$ 38,671	\$ -
14	Replacement of vehicle #94 (2005 Ford F250 UTILITY)	\$ 38,671	Regional / Retail	100%	0%	\$ 38,671	\$ -
15	4025 Water Field Operations						
16	Fortenberry / Plumosa Intersection Impro	\$ 49,443	Retail Only	0%	100%	\$ -	\$ 49,443
17	New cement mixer and dispenser (2017 Cemen Tech Volumetri	\$ 31,977	Retail Only	0%	100%	\$ -	\$ 31,977
18	New vehicle (2017 Ford F250)	\$ 15,868	Retail Only	0%	100%	\$ -	\$ 15,868
19	New vehicle (2017 Ford F450)	\$ 33,231	Retail Only	0%	100%	\$ -	\$ 33,231
20	New Vehicle (2017 Ford Transit VAN) 1 of 4	\$ 12,058	Retail Only	0%	100%	\$ -	\$ 12,058
21	New Vehicle (2017 Ford Transit VAN) 2 of 4	\$ 12,058	Retail Only	0%	100%	\$ -	\$ 12,058
22	New Vehicle (2017 Ford Transit VAN) 3 of 4	\$ 12,058	Retail Only	0%	100%	\$ -	\$ 12,058
23	New Vehicle (2017 Ford Transit VAN) 4 of 4	\$ 12,058	Retail Only	0%	100%	\$ -	\$ 12,058
24	New Vehicle (2017 McLaughlin VX50-500 Hydro Excavator)	\$ 43,408	Retail Only	0%	100%	\$ -	\$ 43,408
25	Replacement of vehicle #06 (2008 Ford F550 SD)	\$ 33,810	Retail Only	0%	100%	\$ -	\$ 33,810
26	Replacement of vehicle #07 (2008 Ford F550 SD)	\$ 33,231	Retail Only	0%	100%	\$ -	\$ 33,231
27	Replacement of vehicle #08 (2008 Ford F550 SD)	\$ 33,231	Retail Only	0%	100%	\$ -	\$ 33,231
28	Replacement of vehicle #104 (2008 Ford F550 SD)	\$ 17,255	Retail Only	0%	100%	\$ -	\$ 17,255
29	Replacement of vehicle #106 (2008 Ford F450 Dump)	\$ 84,030	Retail Only	0%	100%	\$ -	\$ 84,030
30	Replacement of vehicle #108 (2003 Chevy 3500HD)	\$ 49,767	Retail Only	0%	100%	\$ -	\$ 49,767
31	Replacement of vehicle #13 (2006 Ford F250 UTILITY)	\$ 17,255	Retail Only	0%	100%	\$ -	\$ 17,255
32	Replacement of vehicle #15 (2009 Ford F250 UTILITY)	\$ 42,744	Retail Only	0%	100%	\$ -	\$ 42,744
33	Replacement of vehicle #171 (2001 Ford F450 Dump)	\$ 33,231	Retail Only	0%	100%	\$ -	\$ 33,231
34	Replacement of vehicle #174 (2009 Ford F250 Utility)	\$ 42,744	Retail Only	0%	100%	\$ -	\$ 42,744
35	Replacement of vehicle #25 (2008 Ford F550 SD)	\$ 82,396	Retail Only	0%	100%	\$ -	\$ 82,396
36	Replacement of vehicle #29 (2002 Ford F450 Dump)	\$ 79,543	Retail Only	0%	100%	\$ -	\$ 79,543
37	Replacement of vehicle #32 (2002 Ford F450 Dump)	\$ 80,665	Retail Only	0%	100%	\$ -	\$ 80,665
38	Replacement of vehicle #52 (2011 Ford F250 UTILITY)	\$ 42,156	Retail Only	0%	100%	\$ -	\$ 42,156
39	Replacement of vehicle #55 (2009 Ford F250 UTILITY)	\$ 43,137	Retail Only	0%	100%	\$ -	\$ 43,137
40	Replacement of vehicle #80 (2006 Ford F350)	\$ 18,762	Retail Only	0%	100%	\$ -	\$ 18,762
41	Replacement of vehicle #92 (2008 Ford F350 Utility)	\$ 87,853	Retail Only	0%	100%	\$ -	\$ 87,853

Schedule 10 of 13

Customer Class Allocation - Capital Improvement Program (CIP)

A		B	C	D	E	F	G
Project Description		5-Year Water	Allocation Factor	Regional/ Retail	Retail Only	5-Year Regional/ Retail	5-Year Retail Only CIP
42	4055 Engineering						
43	14" AC Raw Water Pipeline Upgrade and Well 17 Area Isoaltion	\$ 2,682,712	Regional / Retail	100%	0%	\$ 2,682,712	\$ -
44	Capital Plan Update	\$ 398,232	Retail Only	0%	100%	\$ -	\$ 398,232
45	DS-31 Chase Hammock Rd Looping - Construction	\$ 1,014,144	Retail Only	0%	100%	\$ -	\$ 1,014,144
46	DS-39 Merritt Island In-line Booster Pump Station	\$ 1,565,651	Retail Only	0%	100%	\$ -	\$ 1,565,651
47	DS-49 East Peachtree Pipeline	\$ 178,780	Retail Only	0%	100%	\$ -	\$ 178,780
48	DS-51 Florida Ave WM Replacement / Complete Streets	\$ 820,940	Retail Only	0%	100%	\$ -	\$ 820,940
49	DS-53 Indian River Water Main Replacement	\$ 24,115	Retail Only	0%	100%	\$ -	\$ 24,115
50	DS-56 Banana River Tank Improvements	\$ 4,999,916	Retail Only	0%	100%	\$ -	\$ 4,999,916
51	DS-60 Banana River and Viera Pump Station Improvements - D	\$ 73,959	Retail Only	0%	100%	\$ -	\$ 73,959
52	DS-63 Marlin Manor Pipeline Improvements	\$ 2,288,675	Retail Only	0%	100%	\$ -	\$ 2,288,675
53	Dyal Chemical Conversion & Reliability Improvement Project	\$ 9,237,327	Regional / Retail	100%	0%	\$ 9,237,327	\$ -
54	Fiber Optic Cable from Dyal WTP to Wewa WTP	\$ 1,313,790	Regional / Retail	100%	0%	\$ 1,313,790	\$ -
55	Fiber Optic Cable from Police Department to Dyal WTP	\$ 332,792	Regional / Retail	100%	0%	\$ 332,792	\$ -
56	Force Main Repairs	\$ 224,541	Retail Only	0%	100%	\$ -	\$ 224,541
57	FY2017 SCADA Design Programming (Clearwell)	\$ 28,938	Regional / Retail	100%	0%	\$ 28,938	\$ -
58	FY2018 SCADA Design Programming (CCRIP, Sulfurator, Port C	\$ 141,048	Regional / Retail	100%	0%	\$ 141,048	\$ -
59	FY2019 SCADA Design Programming (HSP Diesel Gen, HSP VI	\$ 68,546	Regional / Retail	100%	0%	\$ 68,546	\$ -
60	FY2020 SCADA Design Programming (Water Capital Project)	\$ 134,628	Regional / Retail	100%	0%	\$ 134,628	\$ -
61	Gravity Sewer Replacement Project	\$ -	N/A	0%	0%	\$ -	\$ -
62	LCP 1 Relocation	\$ -	N/A	0%	0%	\$ -	\$ -
63	Lift Station 1 Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
64	Lift Station 17 Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
65	Lift Station 19 Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
66	Lift Station Control Panel Replacement Project 1	\$ -	N/A	0%	0%	\$ -	\$ -
67	Lift Station Control Panel Replacement Project 2	\$ -	N/A	0%	0%	\$ -	\$ -
68	Lift Station Control Panel Replacement Project 3	\$ -	N/A	0%	0%	\$ -	\$ -
69	Lift Station Wetwell Rehabilitation	\$ -	N/A	0%	0%	\$ -	\$ -
70	Michigan Ave. Force Main (New Pipe)	\$ 753,472	Regional / Retail	100%	0%	\$ 753,472	\$ -
71	Package System PLC Upgrade - Belt Filter Press	\$ 33,762	Regional / Retail	100%	0%	\$ 33,762	\$ -
72	Package System PLC Upgrade - Cal Flow	\$ 33,762	Regional / Retail	100%	0%	\$ 33,762	\$ -
73	Package System PLC Upgrade - Ozone System	\$ 662,607	Regional / Retail	100%	0%	\$ 662,607	\$ -
74	Replacement of MCC 7 & 8	\$ -	N/A	0%	0%	\$ -	\$ -
75	Utilities Program Management	\$ 6,306,624	Regional / Retail	100%	0%	\$ 6,306,624	\$ -
76	WS-03 Pigging and Flushing Improvements for Raw Water Pipeli	\$ 444,872	Regional / Retail	100%	0%	\$ 444,872	\$ -
77	WS-05 54 inch Redundant Pipe to Dyal	\$ 929,351	Regional / Retail	100%	0%	\$ 929,351	\$ -
78	WS-09 42 inch New Pipeline West of W7A to Dallas Wewa	\$ 8,540,776	Regional / Retail	100%	0%	\$ 8,540,776	\$ -
79	WS1001 Industrial Park Pump Station Improvements	\$ 234,283	Retail Only	0%	100%	\$ -	\$ 234,283
80	WS1117 System Software Upgrade at Dyal	\$ 2,101,066	Regional / Retail	100%	0%	\$ 2,101,066	\$ -
81	WS1201 Pipe Infrastructure Assessment and Replacement	\$ 15,716,147	Retail Only	0%	100%	\$ -	\$ 15,716,147
82	WS1210 Water Capital Plan - 5-year Updates	\$ 340,370	Regional / Retail	100%	0%	\$ 340,370	\$ -
83	WS1309 SR-520 Water Main Replacement	\$ 839,917	Retail Only	0%	100%	\$ -	\$ 839,917
84	WS-19 Raw Water Well Rehabilitation	\$ 1,191,542	Regional / Retail	100%	0%	\$ 1,191,542	\$ -
85	WT-02 Separation of Groundwater and Surface Water Clear Wel	\$ 3,913,117	Regional / Retail	100%	0%	\$ 3,913,117	\$ -
86	WT-17 High Service Pump Station VFD	\$ 389,989	Regional / Retail	100%	0%	\$ 389,989	\$ -
87	WT-51 Sulfurator	\$ 3,091,217	Regional / Retail	100%	0%	\$ 3,091,217	\$ -
88	WT-52 Surge Tank Assessment and / or Replacement at Dyal	\$ 1,570,808	Regional / Retail	100%	0%	\$ 1,570,808	\$ -

Schedule 10 of 13

Customer Class Allocation - Capital Improvement Program (CIP)

A		B	C	D	E	F	G
Project Description		5-Year Water	Allocation Factor	Regional/ Retail	Retail Only	5-Year Regional/ Retail	5-Year Retail Only CIP
89	WT-54 Tier 4 Generator Improvements	\$ 3,621,325	Regional / Retail	100%	0%	\$ 3,621,325	\$ -
90	WT-56 Dyal Surface Water Filters Canopy and Enclosure	\$ 509,873	Regional / Retail	100%	0%	\$ 509,873	\$ -
91	WT-57 Dyal HSP #4 Tier 4 Diesel Engine Replacement	\$ 991,357	Regional / Retail	100%	0%	\$ 991,357	\$ -
92	WT-62 Dyal TTHM Prevention and/or Reduction	\$ 131,645	Regional / Retail	100%	0%	\$ 131,645	\$ -
93	WT-63 Replacement of Dyal Finished Water Steel GST	\$ 718,016	Regional / Retail	100%	0%	\$ 718,016	\$ -
94	WT-CO Ozone Improvements (Generator Replacement, Chiller F	\$ 5,247,947	Regional / Retail	100%	0%	\$ 5,247,947	\$ -
95	4120 Water Reclamation						
96	Bracco Pond Aeration	\$ -	N/A	0%	0%	\$ -	\$ -
97	Bracco Pond Interconnect	\$ -	N/A	0%	0%	\$ -	\$ -
98	CMMS Update and Electronic O&M Manual	\$ -	N/A	0%	0%	\$ -	\$ -
99	Jerry Sellers WRF Generator Stack Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
100	Mud Lake Wetlands	\$ -	N/A	0%	0%	\$ -	\$ -
101	Replacement of vehicle #42 (2006 Ford E250 VAN)	\$ -	N/A	0%	0%	\$ -	\$ -
102	Valve Identification Project	\$ -	N/A	0%	0%	\$ -	\$ -
103	Water Reclamation Fleet E250 Van	\$ -	N/A	0%	0%	\$ -	\$ -
104	4125 Sewer Field Operations						
105	CIPP Rehabilitation Phase 2	\$ -	N/A	0%	0%	\$ -	\$ -
106	CIPP Rehabilitation Phase 3	\$ -	N/A	0%	0%	\$ -	\$ -
107	CIPP Rehabilitation Phase 4	\$ -	N/A	0%	0%	\$ -	\$ -
108	CIPP Rehabilitation Phase 5	\$ -	N/A	0%	0%	\$ -	\$ -
109	CIPP Rehabilitation Phase 6	\$ -	N/A	0%	0%	\$ -	\$ -
110	Electrical Wire and Conduit Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
111	Jerry Sellers WRF Flow Improvements	\$ -	N/A	0%	0%	\$ -	\$ -
112	Lift Station 4 Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
113	Lift Station Mechanical Improvements	\$ -	N/A	0%	0%	\$ -	\$ -
114	Replacement of MCC 1-6	\$ -	N/A	0%	0%	\$ -	\$ -
115	Replacement of vehicle #53 (2009 Ford F250 UTILITY)	\$ -	N/A	0%	0%	\$ -	\$ -
116	Replacement of vehicle #54 (2005 Ford E250 VAN)	\$ -	N/A	0%	0%	\$ -	\$ -
117	Replacement of vehicle #85 (2001 Ford F450 DUMP)	\$ -	N/A	0%	0%	\$ -	\$ -
118	RTU Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
119	Sewer Cleaning	\$ -	N/A	0%	0%	\$ -	\$ -
120	WFO Sewer E250 Van	\$ -	N/A	0%	0%	\$ -	\$ -
121	WFO Sewer F250 Utility Ford	\$ -	N/A	0%	0%	\$ -	\$ -
122	WFO Sewer F450 Dump Ford	\$ -	N/A	0%	0%	\$ -	\$ -
123	WFO Sewer GU813 Mack	\$ -	N/A	0%	0%	\$ -	\$ -
124		\$ -	N/A	0%	0%	\$ -	\$ -
125	UNSPECIFIED FUTURE PROJECTS	\$ -	N/A	0%	0%	\$ -	\$ -
Total		\$ 85,802,728				\$ 56,270,632	\$ 29,532,096

Schedule 11 of 13

Surface Water Supply Allocation - Capital Improvement Program (CIP)

A		B	C	D	E	F	G
Project Description		5-Year Surface Water Supply CIP	Allocation Factor	Surface Water Supply	Remainder of Regional/ Retail	5-Year Surface Water Supply CIP	5-Year Remainder of Regional/ Retail CIP
1	1515 Field Services						
2	Meter reading Hand Held Utility Usage Reading Capture Devices	\$ -	N/A	0%	0%	\$ -	\$ -
3	4020 Dyal Plant						
4	FY2021 SCADA Design Programming (Water Capital Project)	\$ 50,648	Weighted Total Surface Water Supply CIP	0%	100%	\$ 0	\$ 50,648
5	New gas generator, transfer switch and pad	\$ 20,257	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 20,257
6	Replace Champion Grader Model 710A	\$ 131,670	Weighted Total Surface Water Supply CIP	0%	100%	\$ 0	\$ 131,670
7	Replace Slope Mower	\$ 89,709	Weighted Total Surface Water Supply CIP	0%	100%	\$ 0	\$ 89,709
8	Replacement of vehicle #03 (2008 Ford F250)	\$ 38,671	Weighted Total Surface Water Supply CIP	0%	100%	\$ 0	\$ 38,671
9	Replacement of vehicle #121 (2007 Ford F250 UTILITY)	\$ 38,671	Weighted Total Surface Water Supply CIP	0%	100%	\$ 0	\$ 38,671
10	Replacement of vehicle #130 (2010 Ford F250 UTILITY)	\$ 39,956	Weighted Total Surface Water Supply CIP	0%	100%	\$ 0	\$ 39,956
11	Replacement of vehicle #23 (2009 Ford F250 UTILITY)	\$ 39,956	Weighted Total Surface Water Supply CIP	0%	100%	\$ 0	\$ 39,956
12	Replacement of vehicle #47 (1996 Ford LNT8000)	\$ 280,475	Weighted Total Surface Water Supply CIP	0%	100%	\$ 0	\$ 280,475
13	Replacement of vehicle #78 (2004 Ford F250 UTILITY)	\$ 38,671	Weighted Total Surface Water Supply CIP	0%	100%	\$ 0	\$ 38,671
14	Replacement of vehicle #94 (2005 Ford F250 UTILITY)	\$ 38,671	Weighted Total Surface Water Supply CIP	0%	100%	\$ 0	\$ 38,671
15	4025 Water Field Operations						
16	Fortenberry / Plumosa Intersection Impro	\$ -	N/A	0%	0%	\$ -	\$ -
17	New cement mixer and dispenser (2017 Cemen Tech Volumetric)	\$ -	N/A	0%	0%	\$ -	\$ -
18	New vehicle (2017 Ford F250)	\$ -	N/A	0%	0%	\$ -	\$ -
19	New vehicle (2017 Ford F450)	\$ -	N/A	0%	0%	\$ -	\$ -
20	New Vehicle (2017 Ford Transit VAN) 1 of 4	\$ -	N/A	0%	0%	\$ -	\$ -
21	New Vehicle (2017 Ford Transit VAN) 2 of 4	\$ -	N/A	0%	0%	\$ -	\$ -
22	New Vehicle (2017 Ford Transit VAN) 3 of 4	\$ -	N/A	0%	0%	\$ -	\$ -
23	New Vehicle (2017 Ford Transit VAN) 4 of 4	\$ -	N/A	0%	0%	\$ -	\$ -
24	New Vehicle (2017 McLaughlin VX50-500 Hydro Excavator)	\$ -	N/A	0%	0%	\$ -	\$ -
25	Replacement of vehicle #06 (2008 Ford F550 SD)	\$ -	N/A	0%	0%	\$ -	\$ -
26	Replacement of vehicle #07 (2008 Ford F550 SD)	\$ -	N/A	0%	0%	\$ -	\$ -
27	Replacement of vehicle #08 (2008 Ford F550 SD)	\$ -	N/A	0%	0%	\$ -	\$ -
28	Replacement of vehicle #104 (2008 Ford F550 SD)	\$ -	N/A	0%	0%	\$ -	\$ -
29	Replacement of vehicle #106 (2008 Ford F450 Dump)	\$ -	N/A	0%	0%	\$ -	\$ -
30	Replacement of vehicle #108 (2003 Chevy 3500HD)	\$ -	N/A	0%	0%	\$ -	\$ -
31	Replacement of vehicle #13 (2006 Ford F250 UTILITY)	\$ -	N/A	0%	0%	\$ -	\$ -
32	Replacement of vehicle #15 (2009 Ford F250 UTILITY)	\$ -	N/A	0%	0%	\$ -	\$ -
33	Replacement of vehicle #171 (2001 Ford F450 Dump)	\$ -	N/A	0%	0%	\$ -	\$ -
34	Replacement of vehicle #174 (2009 Ford F250 Utility)	\$ -	N/A	0%	0%	\$ -	\$ -
35	Replacement of vehicle #25 (2008 Ford F550 SD)	\$ -	N/A	0%	0%	\$ -	\$ -
36	Replacement of vehicle #29 (2002 Ford F450 Dump)	\$ -	N/A	0%	0%	\$ -	\$ -
37	Replacement of vehicle #32 (2002 Ford F450 Dump)	\$ -	N/A	0%	0%	\$ -	\$ -
38	Replacement of vehicle #52 (2011 Ford F250 UTILITY)	\$ -	N/A	0%	0%	\$ -	\$ -
39	Replacement of vehicle #55 (2009 Ford F250 UTILITY)	\$ -	N/A	0%	0%	\$ -	\$ -
40	Replacement of vehicle #80 (2006 Ford F350)	\$ -	N/A	0%	0%	\$ -	\$ -
41	Replacement of vehicle #92 (2008 Ford F350 Utility)	\$ -	N/A	0%	0%	\$ -	\$ -

Schedule 11 of 13

Surface Water Supply Allocation - Capital Improvement Program (CIP)

	A	B	C	D	E	F	G
	Project Description	5-Year Surface Water Supply CIP	Allocation Factor	Surface Water Supply	Remainder of Regional/ Retail	5-Year Surface Water Supply CIP	5-Year Remainder of Regional/ Retail CIP
42	4055 Engineering						
43	14" AC Raw Water Pipeline Upgrade and Well 17 Area Isoaltion	\$ 2,682,712	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 2,682,712
44	Capital Plan Update	\$ -	N/A	0%	0%	\$ -	\$ -
45	DS-31 Chase Hammock Rd Looping - Construction	\$ -	N/A	0%	0%	\$ -	\$ -
46	DS-39 Merritt Island In-line Booster Pump Station	\$ -	N/A	0%	0%	\$ -	\$ -
47	DS-49 East Peachtree Pipeline	\$ -	N/A	0%	0%	\$ -	\$ -
48	DS-51 Florida Ave WM Replacement / Complete Streets	\$ -	N/A	0%	0%	\$ -	\$ -
49	DS-53 Indian River Water Main Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
50	DS-56 Banana River Tank Improvements	\$ -	N/A	0%	0%	\$ -	\$ -
51	DS-60 Banana River and Viera Pump Station Improvements - Dr	\$ -	N/A	0%	0%	\$ -	\$ -
52	DS-63 Marlin Manor Pipeline Improvements	\$ -	N/A	0%	0%	\$ -	\$ -
53	Dyal Chemical Conversion & Reliability Improvement Project	\$ 9,237,327	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 9,237,327
54	Fiber Optic Cable from Dyal WTP to Wewa WTP	\$ 1,313,790	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 1,313,790
55	Fiber Optic Cable from Police Department to Dyal WTP	\$ 332,792	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 332,792
56	Force Main Repairs	\$ -	N/A	0%	0%	\$ -	\$ -
57	FY2017 SCADA Design Programming (Clearwell)	\$ 28,938	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 28,938
58	FY2018 SCADA Design Programming (CCRIP, Sulfurator, Port C	\$ 141,048	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 141,048
59	FY2019 SCADA Design Programming (HSP Diesel Gen, HSP VF	\$ 68,546	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 68,546
60	FY2020 SCADA Design Programming (Water Capital Project)	\$ 134,628	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 134,628
61	Gravity Sewer Replacement Project	\$ -	N/A	0%	0%	\$ -	\$ -
62	LCP 1 Relocation	\$ -	N/A	0%	0%	\$ -	\$ -
63	Lift Station 1 Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
64	Lift Station 17 Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
65	Lift Station 19 Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
66	Lift Station Control Panel Replacement Project 1	\$ -	N/A	0%	0%	\$ -	\$ -
67	Lift Station Control Panel Replacement Project 2	\$ -	N/A	0%	0%	\$ -	\$ -
68	Lift Station Control Panel Replacement Project 3	\$ -	N/A	0%	0%	\$ -	\$ -
69	Lift Station Wetwell Rehabilitation	\$ -	N/A	0%	0%	\$ -	\$ -
70	Michigan Ave. Force Main (New Pipe)	\$ 753,472	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 753,472
71	Package System PLC Upgrade - Belt Filter Press	\$ 33,762	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 33,762
72	Package System PLC Upgrade - Cal Flow	\$ 33,762	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 33,762
73	Package System PLC Upgrade - Ozone System	\$ 662,607	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 662,607
74	Replacement of MCC 7 & 8	\$ -	N/A	0%	0%	\$ -	\$ -
75	Utilities Program Management	\$ 6,306,624	Weighted Total Surface Water Supply CIP	0%	100%	\$ 0	\$ 6,306,624
76	WS-03 Pigging and Flushing Improvements for Raw Water Pipeli	\$ 444,872	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 444,872
77	WS-05 54 inch Redundant Pipe to Dyal	\$ 929,351	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 929,351
78	WS-09 42 inch New Pipeline West of W7A to Dallas Wewa	\$ 8,540,776	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 8,540,776
79	WS1001 Industrial Park Pump Station Improvements	\$ -	N/A	0%	0%	\$ -	\$ -
80	WS1117 System Software Upgrade at Dyal	\$ 2,101,066	Weighted Total Surface Water Supply CIP	0%	100%	\$ 0	\$ 2,101,066
81	WS1201 Pipe Infrastructure Assessment and Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
82	WS1210 Water Capital Plan - 5-year Updates	\$ 340,370	Weighted Total Surface Water Supply CIP	0%	100%	\$ 0	\$ 340,370
83	WS1309 SR-520 Water Main Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
84	WS-19 Raw Water Well Rehabilitation	\$ 1,191,542	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 1,191,542
85	WT-02 Separation of Groundwater and Surface Water Clear Well	\$ 3,913,117	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 3,913,117

Schedule 11 of 13

Surface Water Supply Allocation - Capital Improvement Program (CIP)

A		B	C	D	E	F	G
Project Description		5-Year Surface Water Supply CIP	Allocation Factor	Surface Water Supply	Remainder of Regional/ Retail	5-Year Surface Water Supply CIP	5-Year Remainder of Regional/ Retail CIP
86	WT-17 High Service Pump Station VFD	\$ 389,989	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 389,989
87	WT-51 Sulfurator	\$ 3,091,217	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 3,091,217
88	WT-52 Surge Tank Assessment and / or Replacement at Dyal	\$ 1,570,808	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 1,570,808
89	WT-54 Tier 4 Generator Improvements	\$ 3,621,325	Weighted Total Surface Water Supply CIP	0%	100%	\$ 0	\$ 3,621,325
90	WT-56 Dyal Surface Water Filters Canopy and Enclosure	\$ 509,873	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 509,873
91	WT-57 Dyal HSP #4 Tier 4 Diesel Engine Replacement	\$ 991,357	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 991,357
92	WT-62 Dyal TTHM Prevention and/or Reduction	\$ 131,645	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 131,645
93	WT-63 Replacement of Dyal Finished Water Steel GST	\$ 718,016	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 718,016
94	WT-CO Ozone Improvements (Generator Replacement, Chiller F	\$ 5,247,947	Remainder of Regional/ Retail	0%	100%	\$ -	\$ 5,247,947
95	4120 Water Reclamation						
96	Bracco Pond Aeration	\$ -	N/A	0%	0%	\$ -	\$ -
97	Bracco Pond Interconnect	\$ -	N/A	0%	0%	\$ -	\$ -
98	CMMS Update and Electronic O&M Manual	\$ -	N/A	0%	0%	\$ -	\$ -
99	Jerry Sellers WRF Generator Stack Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
100	Mud Lake Wetlands	\$ -	N/A	0%	0%	\$ -	\$ -
101	Replacement of vehicle #42 (2006 Ford E250 VAN)	\$ -	N/A	0%	0%	\$ -	\$ -
102	Valve Identification Project	\$ -	N/A	0%	0%	\$ -	\$ -
103	Water Reclamation Fleet E250 Van	\$ -	N/A	0%	0%	\$ -	\$ -
104	4125 Sewer Field Operations						
105	CIPP Rehabilitation Phase 2	\$ -	N/A	0%	0%	\$ -	\$ -
106	CIPP Rehabilitation Phase 3	\$ -	N/A	0%	0%	\$ -	\$ -
107	CIPP Rehabilitation Phase 4	\$ -	N/A	0%	0%	\$ -	\$ -
108	CIPP Rehabilitation Phase 5	\$ -	N/A	0%	0%	\$ -	\$ -
109	CIPP Rehabilitation Phase 6	\$ -	N/A	0%	0%	\$ -	\$ -
110	Electrical Wire and Conduit Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
111	Jerry Sellers WRF Flow Improvements	\$ -	N/A	0%	0%	\$ -	\$ -
112	Lift Station 4 Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
113	Lift Station Mechanical Improvements	\$ -	N/A	0%	0%	\$ -	\$ -
114	Replacement of MCC 1-6	\$ -	N/A	0%	0%	\$ -	\$ -
115	Replacement of vehicle #53 (2009 Ford F250 UTILITY)	\$ -	N/A	0%	0%	\$ -	\$ -
116	Replacement of vehicle #54 (2005 Ford E250 VAN)	\$ -	N/A	0%	0%	\$ -	\$ -
117	Replacement of vehicle #85 (2001 Ford F450 DUMP)	\$ -	N/A	0%	0%	\$ -	\$ -
118	RTU Replacement	\$ -	N/A	0%	0%	\$ -	\$ -
119	Sewer Cleaning	\$ -	N/A	0%	0%	\$ -	\$ -
120	WFO Sewer E250 Van	\$ -	N/A	0%	0%	\$ -	\$ -
121	WFO Sewer F250 Utility Ford	\$ -	N/A	0%	0%	\$ -	\$ -
122	WFO Sewer F450 Dump Ford	\$ -	N/A	0%	0%	\$ -	\$ -
123	WFO Sewer GU813 Mack	\$ -	N/A	0%	0%	\$ -	\$ -
124		\$ -	N/A	0%	0%	\$ -	\$ -
125	UNSPECIFIED FUTURE PROJECTS	\$ -	N/A	0%	0%	\$ -	\$ -
Total		\$ 56,270,632				\$ 0	\$ 56,270,632

Schedule 12 of 13

Cocoa Existing Debt Service Allocations

	A	B	C	D	E	F	G	H	I	J	K
			Service Allocation			Customer Allocation			Surface Water Supply Allocation		
		Base Year Actuals	Water	Sewer/ Reuse	Water	Regional/ Retail	Retail Only	Regional/ Retail	Surface Water Supply	Remainder of Regional/ Retail	Surface Water Supply
1	Existing Senior-Lien Debt Service										
2	Series 1999 Bond - Principal	\$ 1,170,000	96.4%	3.6%	\$ 1,128,355	94.8%	5.2%	\$ 1,070,010	2.3%	97.7%	\$ 26,365
3	Series 1999 Bond - Interest	\$ 194,250	96.4%	3.6%	\$ 187,336	94.8%	5.2%	\$ 177,649	2.3%	97.7%	\$ 4,377
4	Series 2003 - Principal	\$ 1,250,000	96.5%	3.5%	\$ 1,206,537	94.9%	5.1%	\$ 1,145,591	2.3%	97.7%	\$ 27,506
5	Series 2003 - Interest	\$ 640,275	96.5%	3.5%	\$ 618,012	94.9%	5.1%	\$ 586,795	2.3%	97.7%	\$ 14,089
6	Series 2009A Bonds - Principal	\$ -	93.5%	6.5%	\$ -	51.0%	49.0%	\$ -	0.0%	100.0%	\$ -
7	Series 2009A Bonds - Interest	\$ 440,969	93.5%	6.5%	\$ 412,449	51.0%	49.0%	\$ 210,421	0.0%	100.0%	\$ -
8	Series 2009B Bonds - Principal	\$ -	96.4%	3.6%	\$ -	94.8%	5.2%	\$ -	2.3%	97.7%	\$ -
9	Series 2009B Bonds - Interest	\$ 590,750	96.4%	3.6%	\$ 569,723	94.8%	5.2%	\$ 540,264	2.3%	97.7%	\$ 13,312
10	Series 2010 BAB - Principal	\$ -	100.0%	0.0%	\$ -	47.2%	52.8%	\$ -	0.0%	100.0%	\$ -
11	Series 2010 BAB - Interest	\$ 1,866,313	100.0%	0.0%	\$ 1,866,313	47.2%	52.8%	\$ 880,993	0.0%	100.0%	\$ -
12	Series 2010 BAB - Subsidy	\$ (595,374)	100.0%	0.0%	\$ (595,374)	47.2%	52.8%	\$ (281,046)	0.0%	100.0%	\$ -
13	Subtotal:	\$ 5,557,183			\$ 5,393,351	97.05%		\$ 4,330,677			\$ 85,649
14	Existing SRL Debt Service										
15	SRL 517010 - Principal	\$ 295,504	100.0%	0.0%	\$ 295,504	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -
16	SRL 517010 - Interest	\$ 65,279	100.0%	0.0%	\$ 65,279	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -
17	SRL 517020 - Principal	\$ 230,751	100.0%	0.0%	\$ 230,751	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -
18	SRL 517020 - Interest	\$ 62,334	100.0%	0.0%	\$ 62,334	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -
19	SRL 517030 - Principal	\$ 521,267	100.0%	0.0%	\$ 521,267	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -
20	SRL 517030 - Interest	\$ 149,922	100.0%	0.0%	\$ 149,922	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -
21	SRL 202P - Principal	\$ 161,870	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -
22	SRL 202P - Interest	\$ 33,465	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -
23	SRL 517040 - Principal	\$ 99,534	100.0%	0.0%	\$ 99,534	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -
24	SRL 517040 - Interest	\$ 51,878	100.0%	0.0%	\$ 51,878	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -
25	SRL - 517050 - Principal	\$ 284,707	100.0%	0.0%	\$ 284,707	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -
26	SRL - 517050 - Interest	\$ 144,585	100.0%	0.0%	\$ 144,585	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -
27	SRL WW812030 - Principal	\$ 257,294	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -
28	SRL WW812030 - Interest	\$ 143,030	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -
29	SRL DW517060 - Principal	\$ 5,269	100.0%	0.0%	\$ 5,269	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -
30	SRL DW517060 - Interest	\$ 2,799	100.0%	0.0%	\$ 2,799	0.0%	100.0%	\$ -	0.0%	100.0%	\$ -
31	Subtotal:	\$ 2,509,489			\$ 1,913,829			\$ -			\$ -
32	Total:	\$ 8,066,672			\$ 7,307,180			\$ 4,330,677			\$ 85,649

Schedule 12 of 13

Cocoa Existing Debt Service Allocations

	A	B	C	D	E	F	G	H	I	J	K
			Total Proceeds	Regional/ Retail	Retail Only	Regional/ Retail	Surface Water Supply	Remainder of Regional/ Retail	Surface Water Supply		
33	Bond Funded Capital Investment (Prior To Series 2009)										
34	Series 1993B:										
35	Dyal WTP Improvements	WA	\$ 5,800,000	100%	0%	\$ 5,800,000	0%	100%	\$ -		
36	Wewahootee WTP Improvements	WA	\$ 4,800,000	100%	0%	\$ 4,800,000	0%	100%	\$ -		
37	Taylor Creek Reservoir	WA	\$ 1,100,000	100%	0%	\$ 1,100,000	100%	0%	\$ 1,100,000		
38	Water Main Relocation	WA	\$ 800,000	0%	100%	\$ -	0%	100%	\$ -		
39	Reuse System - Storage	RW	\$ 1,000,000	0%	100%	\$ -	0%	100%	\$ -		
40	Reuse System - Expansion	RW	\$ 467,000	0%	100%	\$ -	0%	100%	\$ -		
41	Sewer System - Expansion	WW	\$ 300,000	0%	100%	\$ -	0%	100%	\$ -		
42	Additional Water Wells	WA	\$ 2,000,000	100%	0%	\$ 2,000,000	0%	100%	\$ -		
43	Series 1997:										
44	DYAL WTP Expansion And Intake Structure	WA	\$ 30,670,750	100%	0%	\$ 30,670,750	0%	100%	\$ -		
45	ASR Well Expansion	WA	\$ 1,305,000	100%	0%	\$ 1,305,000	0%	100%	\$ -		
46	Reactor Clarifier Rehabilitation	WA	\$ 1,401,000	100%	0%	\$ 1,401,000	0%	100%	\$ -		
47	Series 2003 Refunding:										
48	DYAL WTP - Underdrain Improvements	WA	\$ 1,175,035	100%	0%	\$ 1,175,035	0%	100%	\$ -		
49	Total Bond Funded Capital Investment (Prior To Series 2009)		\$ 50,818,785			\$ 48,251,785			\$ 1,100,000		
50	Historical Capital Investment Allocation (Prior To Series 2009)										
			2003 & 2009C	Regional/ Retail	Retail Only	Surface Water Supply	Remainder of Regional/ Retail				
51	Water	WA	96.5%	\$ 48,251,785	\$ 2,567,000	\$ 1,100,000	\$ 47,151,785				
52	Reclaimed Water	RW	2.9%								
53	Sewer	WW	0.6%								
54	Total Bond Funded Capital Investment Alloc (Prior To Series 2009)		100.0%	94.95%	5.05%	2.28%	97.72%				
55	Historical Capital Investment Allocation (Prior To Series 2009)										
			1999 & 2009B	Regional/ Retail	Retail Only	Surface Water Supply	Remainder of Regional/ Retail				
56	Water	WA	96.4%	\$ 47,076,750	\$ 2,567,000	\$ 1,100,000	\$ 45,976,750				
57	Reclaimed Water	RW	3.0%								
58	Sewer	WW	0.6%								
59	Total Bond Funded Capital Investment Alloc (Prior To Series 2009)		100.0%	94.83%	5.17%	2.34%	97.66%				

Schedule 12 of 13

Cocoa Existing Debt Service Allocations

	A	B	C	D	E	F	G	H	I	J	K
60	Historical Capital Investment (Series 2009A):		2009A	Regional/ Retail	Retail Only	Regional/ Retail	Surface Water Supply	Remainder of Regional/ Retail	Surface Water Supply		
61	Series 2009A:										
62	New UT Building (Water Facility Operations)	WA	\$ 6,779,295	57%	43%	\$ 3,859,241	0%	100%	\$ -		
63	Clearlake Terrace Water Main	WA	\$ 165,645	0%	100%	\$ -	0%	100%	\$ -		
64	Refurbish Sewer Lines	WW	\$ 404,179	0%	100%	\$ -	0%	100%	\$ -		
65	South Tropical Trail WM	WA	\$ 156,856	0%	100%	\$ -	0%	100%	\$ -		
66	Repurpose 600 School Street	WA	\$ 2,700	0%	100%	\$ -	0%	100%	\$ -		
67	Lab (Water Portion)	WA	\$ 668,620	57%	43%	\$ 380,624	0%	100%	\$ -		
68	Lab (Sewer Portion)	WW	\$ 133,314	0%	100%	\$ -	0%	100%	\$ -		
69	Total Bond Funded Capital Investment (Series 2009A)		\$ 8,310,610			\$ 4,239,866			\$ -		
70	Historical Capital Investment Allocation (Series 2009A)		2009A	Regional/ Retail	Retail Only	Surface Water Supply	Remainder of Regional/ Retail				
71	Water	WA	93.5%	\$ 4,239,866	\$ 4,070,744	\$ -	\$ 4,239,866				
72	Reclaimed Water	RW	0.0%								
73	Sewer	WW	6.5%								
74	Total Bond Funded Capital Investment Alloc (Series 2009A)		100.0%	51.02%	48.98%	0.00%	100.00%				
75	Historical Capital Investment (Series 2010):		2010	Regional/ Retail	Retail Only	Regional/ Retail	Surface Water Supply	Remainder of Regional/ Retail	Surface Water Supply		
76	Series 2010:										
77	4055 Filter Screens at Dyal	WA	\$ 1,966,786	100%	0%	\$ 1,966,786	0%	100%	\$ -		
78	4055 Liquid Oxygen System DYAL	WA	\$ 1,200,000	100%	0%	\$ 1,200,000	0%	100%	\$ -		
79	4055 Raw Water Meters and Monitoring	WA	\$ 1,500,000	100%	0%	\$ 1,500,000	0%	100%	\$ -		
80	4055 Raw Water Pipe in Wellfield Wewahootee Rd	WA	\$ 4,595,000	100%	0%	\$ 4,595,000	0%	100%	\$ -		
81	4055 Space Coast Gardens	WA	\$ 800,000	0%	100%	\$ -	0%	100%	\$ -		
82	4055 System Software Upgrade DYAL	WA	\$ 1,500,000	100%	0%	\$ 1,500,000	0%	100%	\$ -		
83	4055 US 1 Widening - Pine to Cidco	WA	\$ 10,200,000	0%	100%	\$ -	0%	100%	\$ -		
84	4055 Valves on S.R. 520 36" watermain	WA	\$ 1,450,000	0%	100%	\$ -	0%	100%	\$ -		
85	4055 Wewahootee Pumps	WA	\$ 370,000	100%	0%	\$ 370,000	0%	100%	\$ -		
86	Total Bond Funded Capital Investment (Series 2010)		\$ 23,581,786			\$ 11,131,786			\$ -		
87	Historical Capital Investment Allocation (Series 2010)		2010	Regional/ Retail	Retail Only	Surface Water Supply	Remainder of Regional/ Retail				
88	Water	WA	100.0%	\$ 11,131,786	\$ 12,450,000	\$ -	\$ 11,131,786				
89	Reclaimed Water	RW	0.0%								
90	Sewer	WW	0.0%								
91	Total Bond Funded Capital Investment Alloc (Series 2010)		100.0%	47.21%	52.79%	0.00%	100.00%				

Schedule 13 of 13

Imputed Apportionment of Base Year Capital Spending to Cash and Debt Funding

A		B	C	D	E	F	G	H	I
		5-Year CIP Budget							
		Current Year		Current Year		Current Year		Current Year	
		+1		+2		+3		+4	
1	Base Year and 5-Year CIP from FAMS by Service	Base Year ⁽¹⁾	Current Year						
2	Water	\$13,212,775	\$18,005,788	\$16,024,705	\$15,839,721	\$18,840,068	\$17,092,446		
3	Sewer/Reuse	\$1,765,356	\$2,490,520	\$2,004,448	\$2,510,625	\$2,446,649	\$2,011,844		
4	Total Base Year and 5-Year CIP from FAMS by Service	\$14,978,131	\$20,496,308	\$18,029,153	\$18,350,345	\$21,286,718	\$19,104,289		
6	Base Year and 5-Year CIP from FAMS by Funding Source							5-Year Total	
7	Cash Funded From Reserves	\$6,494,175	\$62,945	\$0	\$0	\$0	\$0	\$62,945	0.1%
8	Cash Funded From Excess Revenues	\$8,483,956	\$3,871,115	\$5,324,254	\$5,695,883	\$7,490,656	\$8,123,781	\$30,505,691	31.4%
9	Debt Funded	\$0	\$16,562,248	\$12,704,898	\$12,654,462	\$13,796,061	\$10,980,508	\$66,698,177	68.6%
10	Total Base Year and 5-Year CIP from FAMS by Service	\$14,978,131	\$20,496,308	\$18,029,153	\$18,350,345	\$21,286,718	\$19,104,289	\$97,266,813	
11	Base Year Capital Spending Allocation								
12	Base Year Actual CIP from Svc CIP Tab	\$14,978,131							
13	Average % Excess Revenue Funded Capital (5-Year)	31.4%							⁽²⁾
14	Imputed Base Year Cash Funded CIP	\$4,697,576							
15	Average % Debt Funded Capital (5-Year)	68.6%							
16	Assumed Base Year Debt Funded CIP	\$10,270,862							
17	Term	30							
18	Rate (A-Rated Bond Yields)	3.75%							
19	Imputed Base Year Annual Debt Service on Debt Funded CIP	\$576,068							
20	(1) Base Year spending allocated to Water and Sewer/Reuse by Weighted 5-Year Total CIP, as shown on Schedule 4.								
21	(2) Calculated value to be used up to a maximum of 40%.								

EXHIBIT I
Notice of Agreement

EXHIBIT I OF GIA - NOTICE OF AGREEMENT

This instrument prepared by
and record and return to:

NOTICE OF AGREEMENT

This Notice of Agreements (this "Notice") is made and entered into this ____ day of _____, 2017 among the **CITY OF COCOA**, a Florida municipal corporation ("Cocoa"), **EAST CENTRAL FLORIDA SERVICES, INC.**, a Florida corporation, ("ECFS"), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("OCU"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando created by special act of the Florida Legislature ("OUC"), **TOHOPEKALIGA WATER AUTHORITY**, a special district created by special act of the Florida Legislature ("TWA"), and **FARMLAND RESERVE, INC.**, a Utah non-profit corporation ("FRI") (collectively the "Parties" including FRI and collectively the "Water Suppliers" excluding FRI). For good and valuable consideration, the Parties agree to the provisions contained in this Notice.

The Water Suppliers are jointly undertaking the TCR/SJR Project, defined in the various agreements listed below as a regional alternative water supply project withdrawing surface water from Taylor Creek Reservoir ("TCR") and, in the future, the St. Johns River ("SJR") for public water supply and agricultural purposes as more specifically stated in the Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement. As used in this document, the capitalized terms shall have the same meaning as set forth in the Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement. The TCR/SJR Project includes raw water intake(s), raw water transmission main(s), potable water treatment, storage and transmission facilities, TCR Levee Improvements and modification of the regulation schedule for TCR, and necessary land acquisition as defined as described in the agreements listed below. The TCR/SJR Project impacts the land under the TCR itself as well as certain lands draining into the TCR or surrounding TCR, which are more specifically listed on Exhibit A hereto.

To effectuate the TCR/SJR Project, the Parties have entered into the agreements listed below. Some but not all of the responsibilities in these agreements affect land FRI owns. The purpose of this document is to notify third parties of the existence of the specific provisions of these agreements that may potentially affect land owned by FRI in Orange and Osceola Counties as of the Effective Date of these agreements as further limited by the depiction or description in Composite Exhibit A attached hereto and incorporated herein. The agreements entered into by

the Parties that affect land interests are:

1. Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement
2. Taylor Creek Reservoir/St. Johns River Water Supply Project Permitting Agreement
3. Taylor Creek Reservoir/St. Johns River Water Supply Project Transmission Line Agreement

Each agreement is addressed separately below:

1. Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement ("GIA")
 - a. This agreement governs the overall development, implementation, and operation of the TCR/SJR Project.
 - b. Section 8.1 requires FRI to convey to Cocoa the TCR/SJR Easement in Trust within 30 days of the execution of the GIA and the real property interests required to meet the public water supply needs of the Water Suppliers from the TCR/SJR Project is met by the TCR/SJR Easement in Trust. This Section only applies to lands shown on Exhibit A-1 hereto.
 - c. Section 8.5 provides that if easements are needed over lands owned by FRI, other than the TCR/SJR Easement in Trust referenced in Section 8.1 or any other easement to store or flow water in TCR on FRI's lands, a TCR/SJR Project Administrator(s) or a Pipeline Administrator(s) may acquire appropriate easements over those lands from FRI either through (a) purchase of the easement right at fair market value; or, (b) obtaining an option to purchase the easement right at fair market value. Until such easement or option to purchase an easement is acquired, this agreement provides that none of the land owned by FRI shall be considered restricted in any way and FRI may convey, alienate, pledge, use or encumber said lands in any way without limitation even if such conveyance, alienation, pledge, use or encumbrance deprives a TCR/SJR Project Administrator(s) or a Pipeline Administrator(s) of the opportunity to subsequently acquire an easement or easement option or impairs an easement or easement option acquired by a TCR/SJR Project Administrator(s) or a Pipeline Administrator(s). This Section only applies to lands shown on Exhibit A-2 and A-3 hereto.
 - d. Section 9.1 sets forth the premise that the TCR/SJR Project does not provide a basis for the imposition of additional restrictions on FRI's ability to use its lands and nothing therein shall be construed to limit FRI's ability to use these lands for purposes which FRI has historically used these lands nor to be construed to limit FRI's ability, or any successor entity's ability to use these lands for different more

intensive purposes in the future provided, however, FRI shall not use these lands in a manner that may result in the introduction of hazardous or toxic substances or other similar contaminants to TCR that would make the use of water from TCR for public water supply purposes economically impracticable. This Section only applies to lands shown on Exhibit A-1 hereto.

- e. Section 9.2 sets forth that prior to any reclassification of TCR pursuant to subsection 403.061(29)(b), Florida Statutes (2016), the requirements for FRI to use its lands in a manner that would not introduce hazardous or toxic substances or other similar contaminants into TCR that would make use of water from TCR for public water supply purposes economically impracticable in section 9.1 may be enforced through the GIA. After any reclassification of TCR pursuant to subsection 403.061(29)(b), Florida Statutes (2016) nothing in the GIA shall be construed to empower any Party to enforce a land use restriction against FRI through the GIA. Instead, the Parties would have whatever rights, if any, of enforcing a land use restriction against FRI that would have existed absent this Agreement. This Section only applies to lands shown on Exhibit A-1 hereto.
 - f. Section 12 confirms that FRI's obligations within the GIA shall run with the land and bind subsequent owners of real property as described in Composite Exhibit A hereto.
2. Taylor Creek Reservoir/St. Johns River Water Supply Project Permitting Agreement
- a. This is an agreement regarding rights and responsibilities for permitting and administration of the TCR/SJR Project.
 - b. The only encumbrance of property rights is set forth in Sections 8.13 and 8.14 which limits FRI's obligations over land to: (1) providing ownership information; (2) providing consent and temporary right-of-entry for necessary permit applications; (3) providing a process for transferring easements, which would be acquired through separate documents; and (4) providing that these obligations shall run with the land, binding subsequent owners of the real property as described in Exhibit A hereto for the duration of the agreement. This Section only applies to lands shown on Composite Exhibit A hereto.
3. Taylor Creek Reservoir/St. Johns River Water Supply Project Transmission Line Agreement ("Transmission Line Agreement")
- a. This is an agreement regarding rights and responsibilities for finished water and raw water transmission lines. Section 9.5 provides that any easement interests from FRI necessary to construct and operate a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project shall be acquired according to the process provided for in the GIA. Section 9.6 confirms that FRI's obligations under this agreement shall run with the land and bind subsequent owners of real property as described in Exhibit A hereto.

However, this agreement also provides that until such easement or option to purchase an easement is acquired, using the process set forth in the GIA, none of the land owned by FRI shall be considered restricted in any way and FRI may convey, alienate, pledge, use or encumber said lands in any way without limitation even if such conveyance, alienation, pledge, use or encumbrance deprives a Pipeline Administrator of the opportunity to subsequently acquire an easement or easement option or impairs an easement or easement option acquired by the project. This Section only applies to lands shown on Exhibit A-3 hereto.

- b. Exhibit A to the Transmission Line Agreement is broader than Exhibit A-3 hereto as Exhibit A-3 hereto is limited to the transmission line routes on FRI's property.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF COCOA, FLORIDA
a Florida municipal corporation,

(Signature)

By: _____
Henry U. Parrish III
Mayor

(Print Name)

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Henry U. Parrish III, as Mayor of the City of Cocoa, Florida, a Florida municipal corporation, on its behalf. He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

APPROVED AS TO FORM:

Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

EAST CENTRAL FLORIDA SERVICES
a Florida corporation,

(Signature)

By: _____
K. Erik Jacobsen
President

(Print Name)

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by K. Erik Jacobsen, as President of East Central Florida Services, a Florida corporation, on its behalf. He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

APPROVED AS TO FORM:

Eric T. Olsen, Esq.
Counsel

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

ORANGE COUNTY, FLORIDA
a Florida charter county,
By: Board of County Commissioners

(Signature)

By: _____
Teresa Jacobs
County Mayor

(Print Name)

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Teresa Jacobs, as County Mayor of Orange County, Florida, a Florida charter county, on behalf of its Board of County Commissioners. She [] is personally known to me, or [] has produced _____ as identification.

Notary Public

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

WITNESSES:

Orlando Utilities Commission

Printed Name: _____

By: _____
Kenneth P. Ksionek
General Manager & CEO

Printed Name: _____

Approved as to form and legality,
OUC Legal Department

By: _____

Date: _____

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, Kenneth P. Ksionek, as General Manager & CEO of ORLANDO UTILITIES COMMISSION, a Florida statutory commission, on behalf of said commission. He is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

TOHOPEKALIGA WATER AUTHORITY
a Florida special district created by special act of
the Florida Legislature,

(Signature)

By: _____
Tom E. White, Vice Chair
Board of Supervisors

(Print Name)

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Tom E. White, as Vice Chair of the Board of Supervisors of Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, on behalf of the district. He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

ATTEST:

Clarence L. Thacker, Secretary
Board of Supervisors

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FARMLAND RESERVE, INC.
a Utah nonprofit corporation

(Signature)

(Print Name)

By: _____
Don M. Sleight
Chief Executive Officer

(Signature)

(Print Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Don M. Sleight as Chief Executive Officer of Farmland Reserve, Inc., a Utah nonprofit corporation, on its behalf. He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

APPROVED AS TO FORM:

Eric T. Olsen, Esq.
Counsel

Composite Exhibit A

Exhibit A includes A-1, A-2, and A-3 as each is shown below.

A-1

TCR Watershed in the following section/township/ranges and as shown below

Orange County

T24S R33E

-SE/4 of Section 36

T24S R34E

-S/2 of Section 30

-Section 31

-All of the W/2 of Section 32 west of the L-73 dike

Osceola County

T25S R33E

-E/2, and SW/4 of Section 1

-E/2, and SW/4 of Section 2

-NE/4 of Section 10

-E/2, and NW/4 of Section 11

-Section 12

-Section 13

-E/2 of Section 14

-SE/4 of Section 22

-Section 23

-W/2, and NE/4 of Section 24

-NW/4 of Section 25

T25S R34E

-All of Section 5 west of the L-73 dike

-Section 6

-Section 7

-All of Section 8 west of the L-73 dike

-All of Section 9 west of the L-73 dike

-All of Section 16 west of the L-73 dike

-W/2 of Section 17

-Section 18

-N/2 of Section 19

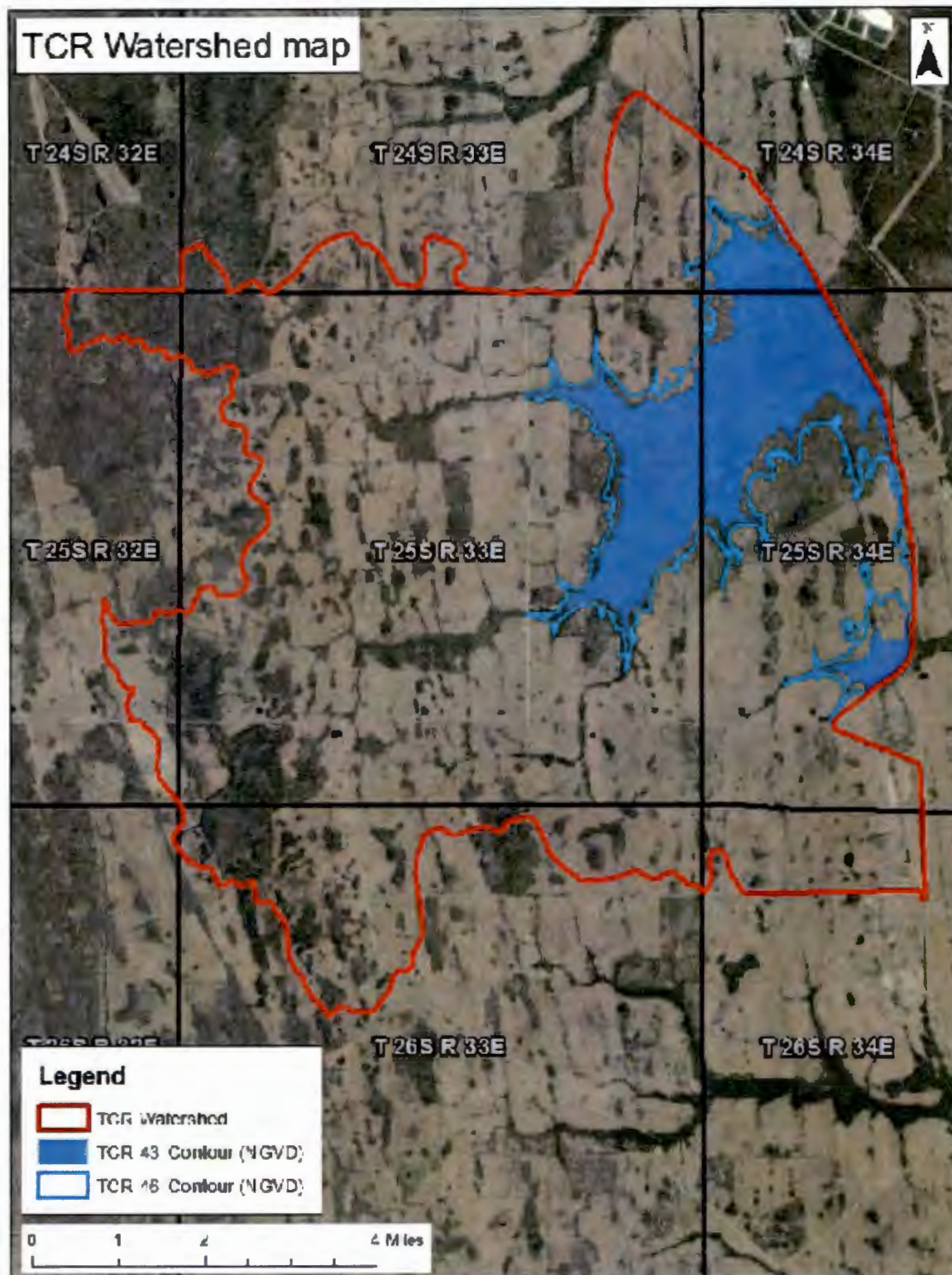
-E/2 of Section 20

-All of the W/2 of Section 21 west of the L-73 dike

-All of the W/2 of Section 28 west of the L-73 dike

-N/2, and all of the SE/4 of Section 29 west of the L-73 dike

-SE/4 of Section 30



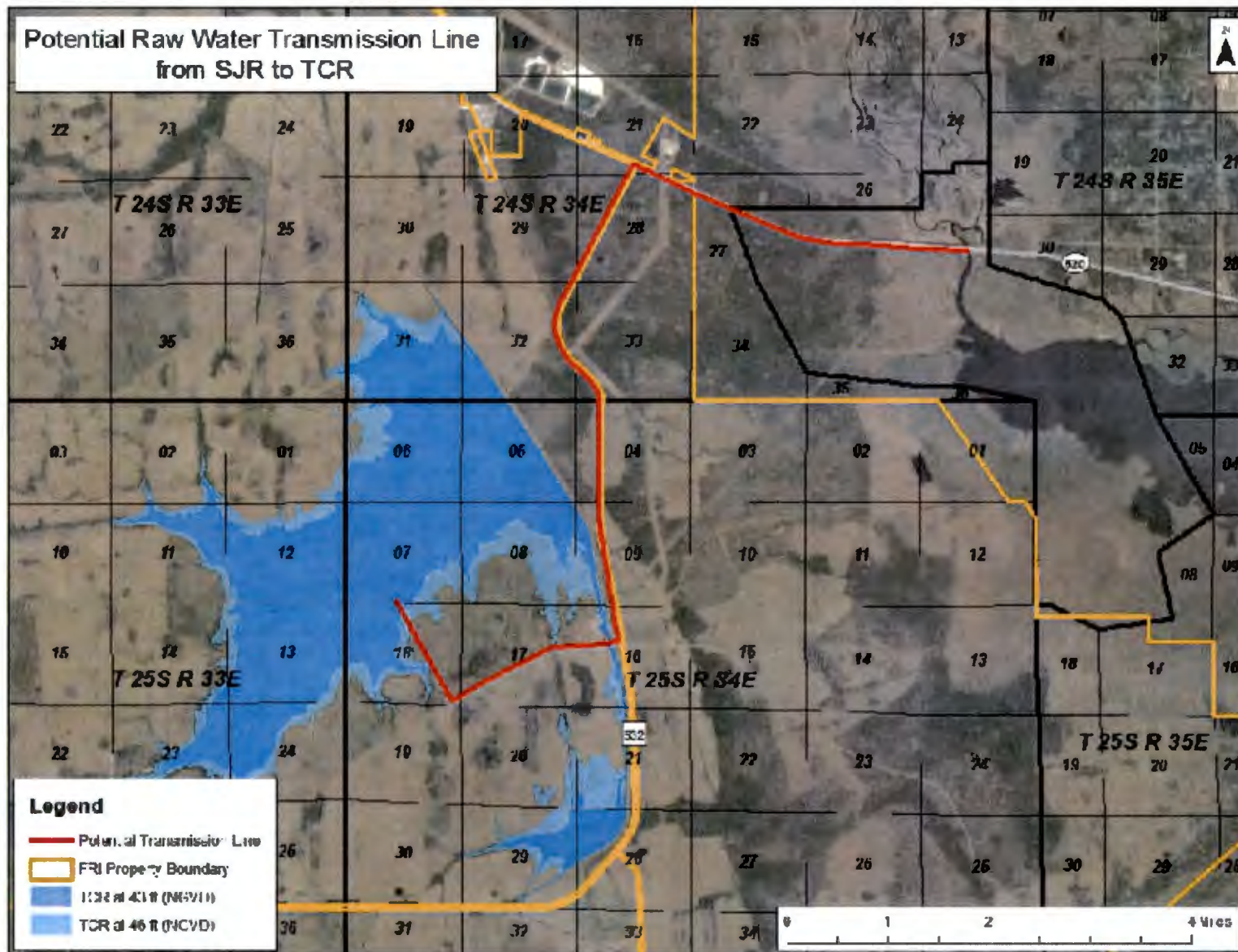
A-2

Lands Between TCR and St. Johns River

Sections 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 all in Township 25 South Range 34 East in Osceola County, Florida; and

Sections 20, 21, 28, 29, 32, and 33 all in Township 24 South Range 34 East in Orange County, Florida;

A potential raw water pipeline route is shown below for illustrative purposes only:



A-3

Potential Transmission Line Routes

(528 Alternative; Wellfield/Wewahootee Alternative, and
County Line Alternative as shown below)

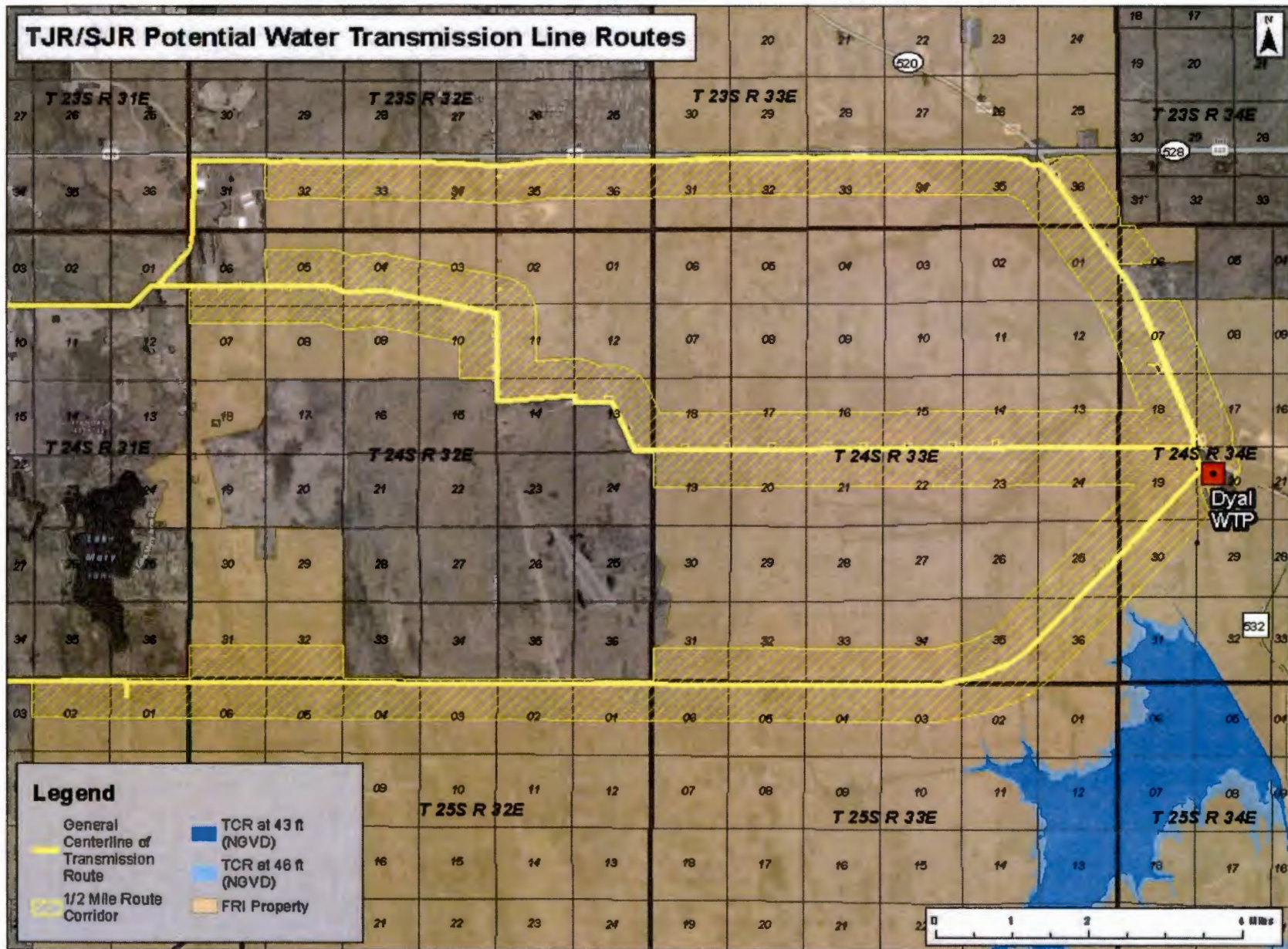


EXHIBIT J

Notice of Satisfaction or Terminating Agreement

Final Signature Version

EXHIBIT J OF GIA –NOTICE OF SATISFACTION OF OR TERMINATING AGREEMENT

This instrument prepared by
and record and return to:

NOTICE OF [choose one: SATISFACTION OF OR TERMINATING] AGREEMENT

This Notice of [Satisfaction of or Terminating] Agreements (this [“Satisfaction” or “Termination”]) is made as of this ____ day of _____, 20____ among the **CITY OF COCOA**, a Florida municipal corporation (“Cocoa”), **EAST CENTRAL FLORIDA SERVICES, INC.**, a Florida corporation, (“ECFS”), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (“OCU”), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando created by special act of the Florida Legislature (“OUC”), **TOHOPEKALIGA WATER AUTHORITY**, a special district created by special act of the Florida Legislature (“TWA”), and **FARMLAND RESERVE, INC.**, a Utah non-profit corporation (“FRI”) (collectively the “Parties” including FRI and collectively the “Water Suppliers” excluding FRI). For good and valuable consideration, the Parties agree to the provisions contained in this Notice.

1. The parties entered into a number of agreements in 2017, including:
 - a. Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement
 - b. Taylor Creek Reservoir/St. Johns River Water Supply Project Permitting Agreement
 - c. Taylor Creek Reservoir/St. Johns River Water Supply Project Transmission Line Agreement
2. A Notice of Agreement was executed on ____ of _____, 2017 and recorded in Official Records Book _____, Page _____ of the public records of Orange County, Florida and Official Records Book _____, Page _____ of the public records of Osceola County, Florida (the “Notice of Agreement”).
3. The Agreements in Paragraph 1 above have terminated and the Parties hereto agree to terminate the Notice of Agreement. From and after the date hereof, the Notice of Agreement shall be deemed to be canceled, and declared to be null and void. In furtherance of such termination, the Parties state that the lands described on

Composite Exhibit A of the Notice of Agreement shall, from and after the date of this Termination, be released and discharged from any burden or obligation arising under or relating to the Notice of Agreement.

[Alternate Paragraph 3 for Satisfaction Purposes:]

3. FRI has satisfied its obligations as set forth in Paragraph _____ of the Notice of Agreement. From and after the date hereof, Paragraph ____ of the Notice of Agreement shall be deemed to be canceled, and declared to be null and void. In furtherance of such termination, the Parties state that the lands described on Exhibit _____ of the Notice of Agreement shall, from and after the date of this Termination, be released and discharged from any burden or obligation arising under or relating to Paragraph ____ of the Notice of Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF COCOA, FLORIDA
a Florida municipal corporation,

(Signature)

By: _____
Henry U. Parrish III
Mayor

(Print Name)

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Henry U. Parrish III, as Mayor of the City of Cocoa, Florida, a Florida municipal corporation, on its behalf. He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

APPROVED AS TO FORM:

Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

EAST CENTRAL FLORIDA SERVICES
a Florida corporation,

(Signature)

By: _____
K. Erik Jacobsen
President

(Print Name)

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by K. Erik Jacobsen, as President of East Central Florida Services, a Florida corporation, on its behalf. He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

APPROVED AS TO FORM:

Eric T. Olsen, Esq.
Counsel

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

ORANGE COUNTY, FLORIDA
a Florida charter county,
By: Board of County Commissioners

(Signature)

By: _____
Teresa Jacobs
County Mayor

(Print Name)

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Teresa Jacobs, as County Mayor of Orange County, Florida, a Florida charter county, on behalf of its Board of County Commissioners. She [] is personally known to me, or [] has produced _____ as identification.

Notary Public

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

WITNESSES:

Orlando Utilities Commission

Printed Name:_____

By:_____
Kenneth P. Ksionek
General Manager & CEO

Printed Name:_____

Approved as to form and legality,
OUC Legal Department

By:_____

Date:_____

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, Kenneth P. Ksionek, as General Manager & CEO of ORLANDO UTILITIES COMMISSION, a Florida statutory commission, on behalf of said commission. He is personally known to me or has produced _____ as identification.

Print Name:_____
Notary Public, State of Florida
Commission No.:_____
My Commission Expires:_____

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

TOHOPEKALIGA WATER AUTHORITY
a Florida special district created by special act of
the Florida Legislature,

(Signature)

By: _____
Tom E. White, Vice Chair
Board of Supervisors

(Print Name)

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Tom E. White, as Vice Chair of the Board of Supervisors of Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, on behalf of the district. He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

ATTEST:

Clarence L. Thacker, Secretary
Board of Supervisors

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FARMLAND RESERVE, INC.
a Utah nonprofit corporation

(Signature)

(Print Name)

By: _____
Don M. Sleight
Chief Executive Officer

(Signature)

(Print Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Don M. Sleight as Chief Executive Officer of Farmland Reserve, Inc., a Utah nonprofit corporation, on its behalf. He [] is personally known to me, or [] has produced _____ as identification.

Notary Public

APPROVED AS TO FORM:

Eric T. Olsen, Esq.
Counsel

Composite Exhibit A

Exhibit A includes A-1, A-2, and A-3 as each is shown below.

A-1

TCR Watershed in the following section/township/ranges and as shown below

Orange County

T24S R33E

-SE/4 of Section 36

T24S R34E

-S/2 of Section 30

-Section 31

-All of the W/2 of Section 32 west of the L-73 dike

Osceola County

T25S R33E

-E/2, and SW/4 of Section 1

-E/2, and SW/4 of Section 2

-NE/4 of Section 10

-E/2, and NW/4 of Section 11

-Section 12

-Section 13

-E/2 of Section 14

-SE/4 of Section 22

-Section 23

-W/2, and NE/4 of Section 24

-NW/4 of Section 25

T25S R34E

-All of Section 5 west of the L-73 dike

-Section 6

-Section 7

-All of Section 8 west of the L-73 dike

-All of Section 9 west of the L-73 dike

-All of Section 16 west of the L-73 dike

-W/2 of Section 17

-Section 18

-N/2 of Section 19

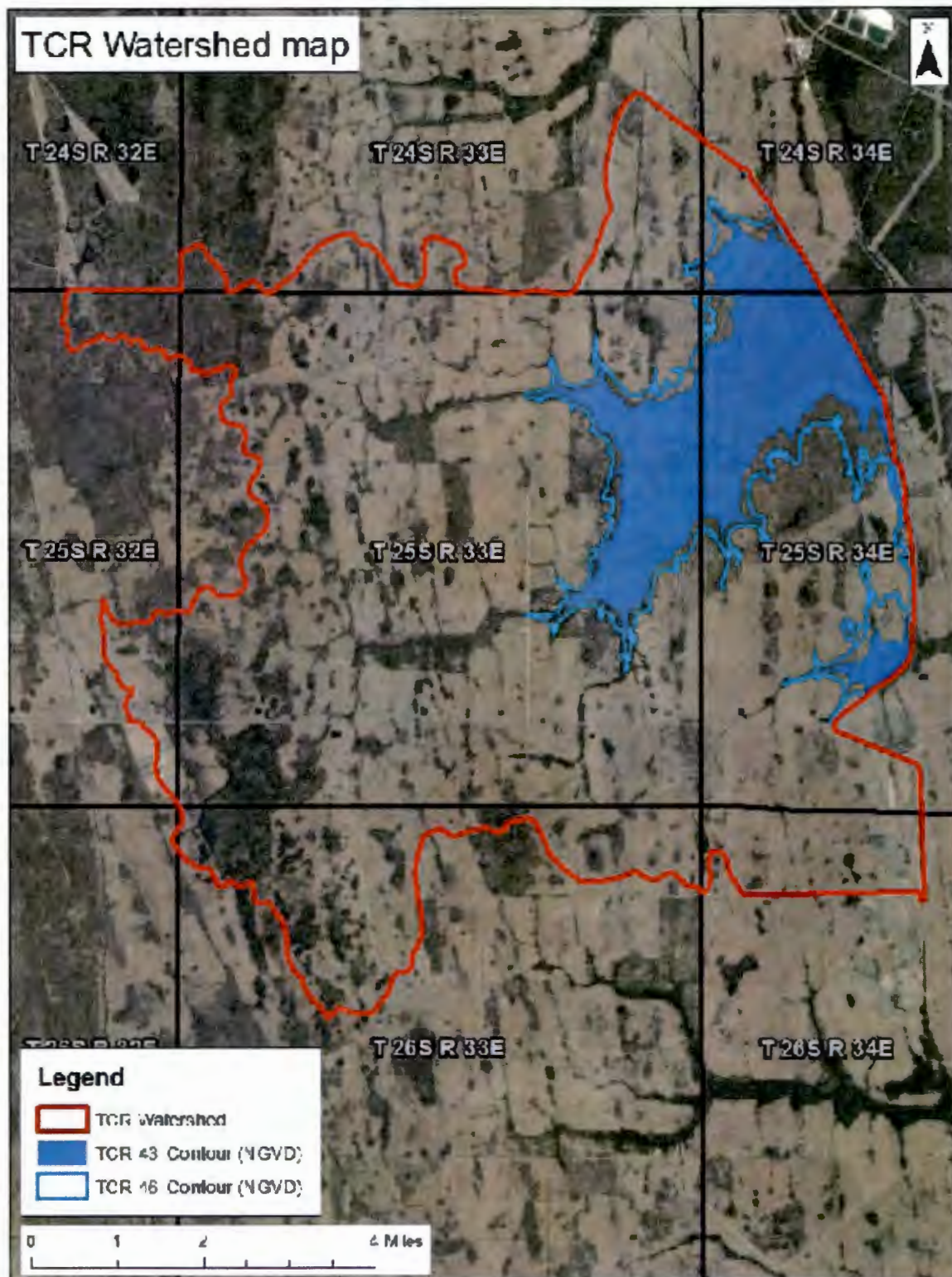
-E/2 of Section 20

-All of the W/2 of Section 21 west of the L-73 dike

-All of the W/2 of Section 28 west of the L-73 dike

-N/2, and all of the SE/4 of Section 29 west of the L-73 dike

-SE/4 of Section 30



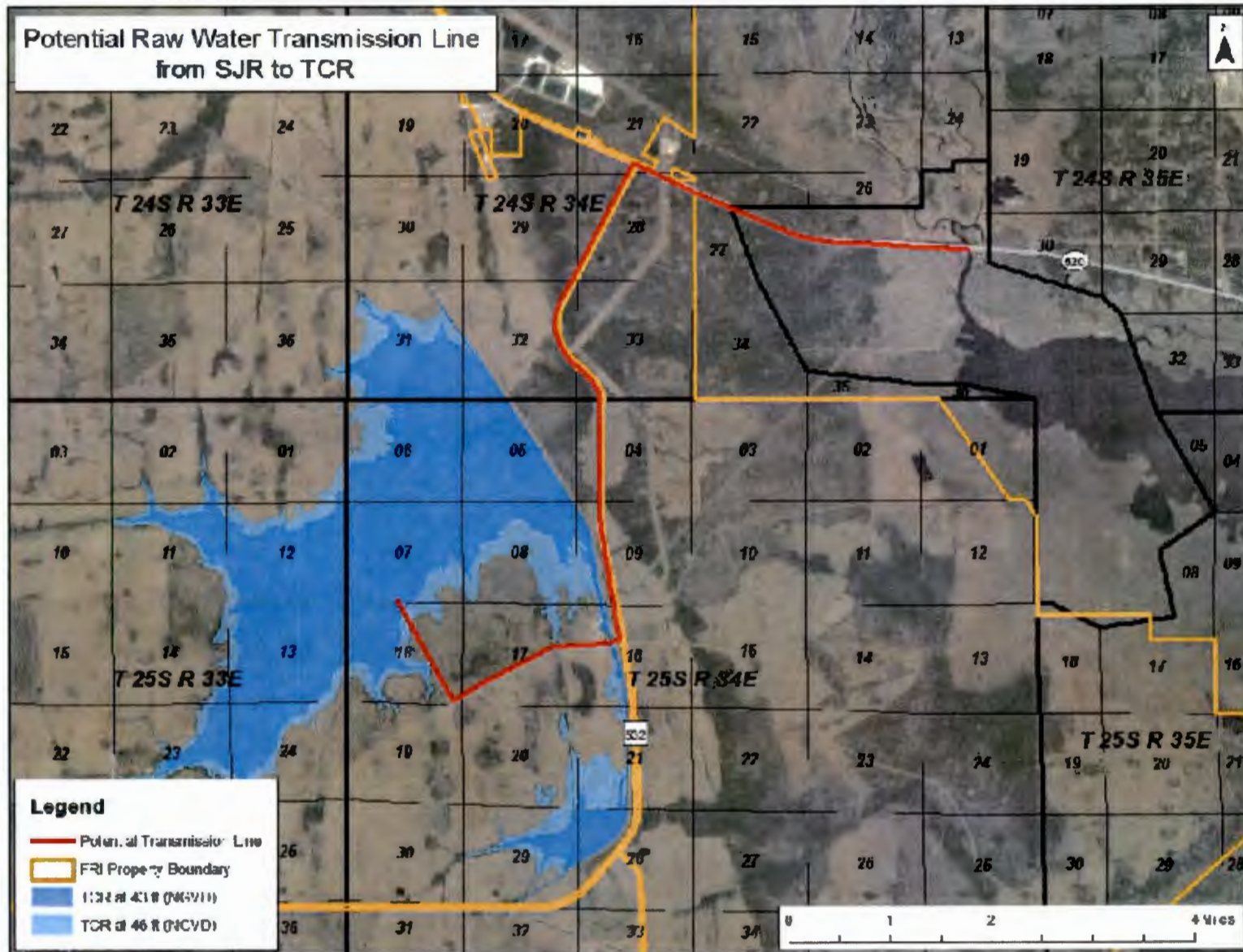
A-2

Lands Between TCR and St. Johns River

Sections 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 all in Township 25 South Range 34 East in Osceola County, Florida; and

Sections 20, 21, 28, 29, 32, and 33 all in Township 24 South Range 34 East in Orange County, Florida;

A potential raw water pipeline route is shown below for illustrative purposes only:



A-3

Potential Transmission Line Routes

(528 Alternative; Wellfield/Wewahootee Alternative, and
County Line Alternative as shown below)

